



Government of Nepal
Ministry of physical Infrastructure & Transport
Department of Roads
Division Road Office
Damak, Jhapa

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Tel: 977-023-580265
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Letter No: - 071/72
Ref. No:- 609

Date: - 2071/10/13

MEH-IDRS-RADES J/V, Kathmandu

SILT-NEST-REC J/V, Ratopul, Kathmandu

ERMC-RIDC-ERMCS Intenational JV, New Baneshwor, Kathmandu

FIDA-NC J/V New Baneshwar, Kathmandu

TAEC Consult, Kathmandu

BEAM-CERC-Shankhuwa J/V, Bakhundole, Lalitpur



**Ref: Detailed Survey and design and cost estimate of Damak Chisapani Road (23.17 Km)
Package No. -DRODMK/3371244/071-72/S2**

Subject: Letter of Invitation, RFP

Dear Sir/Madam,

The Department of Roads, Division Road Office, Damak, Jhapa, invites proposals to provide the following consulting service: **Detailed Survey and Design Of Damak Chisapani Road, 23.17 Km**

The above short listed Consulting Firm/JV are hereby invited to submit their "**Request for Proposal**" (RFP) for the package No. **DRODMK/3371244/071-72/S2** according to the Public Procurement Act 2063, clause (31).

The RFP documents will be provided in digital form; hence you are requested to contact the Division Road Office, Damak, Jhapa or downloaded from **dor.gov.np/eprocurement section** .The BoQ is attached herewith. A consultant will be selected under the procedures described in this RFP. The deadline for the submission of the proposal is 31st days from the date of dispatch of this invitation.

Ram Hari Pokharel
Division Chief



Government of Nepal
Ministry of Physical Infrastructure and Transport

Department of Roads
Division Road office
Damak, Jhapa

Request for Proposal

for

Consulting Services

for

Detailed Engineering Survey , Design and Cost Estimate of Damak Chisapani Road

Contract No. : DRODMK/337124/070/71/S2

Consultant's Name and address:



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Section 1. Letter of Invitation

As per Attached

Section 2. Information to Consultants

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- 1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.
- 1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.6 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
 - b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

- 1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.
- 1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or Donor Agency) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:
- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
 - b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
 - d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
 - e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.
- 1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

2. Clarification and

- 2.1 Consultants may request a clarification of any of the RFP



Amendment of RFP Documents	documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
2.2	At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
3. Preparation of Proposal	3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.
Technical Proposal	3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
	3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
	<ul style="list-style-type: none">i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for



each position.

- vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.
- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- iii. A description of the methodology and work plan for performing the assignment (Section 3D).
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- v. CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication(Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

- 3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.
- 3.8 Consultants shall express the price of their services in Nepalese Rupees.
- 3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE**."
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's Procurement Unit until all submitted proposals are opened publicly.

5. Proposal Evaluation



General	5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal. 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.
Evaluation of Technical Proposals (QCBS,QBS,FBS, LCBS))	5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. 5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.
Public Opening and Evaluation of Financial Proposals (CBS Only)	5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.
Public Opening and Evaluation of Financial Proposals (QCBS , FBS,LCBS)	5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail. 5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening. 5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any

computational errors.

- 5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.
- 5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.
- 5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original

criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. . If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.

7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.

7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.

7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.

7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application

7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.

7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.

7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected

consultant pursuant to Sub- Clause 7.1.

9. Conduct of Consultants

- 9.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.
- 9.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :
- a. give or propose improper inducement directly or indirectly,
 - b. distortion or misrepresentation of facts
 - c. engaging or being involved in corrupt or fraudulent practice
 - d. interference in participation of other prospective bidders.
 - e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
 - g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

10. Blacklisting Consultant

- 10.1 Without prejudice to any other rights of the Employer under this Contract , the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:
- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
 - b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
 - c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract
 - d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.
 - e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,
 - f) other acts mentioned in the Data Sheet or SCC

- 10.2 A Consultant declared blacklisted and ineligible by the Non-



Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.



Information to Consultants

DATA SHEET

Clause Reference

1.1	<p>The name of the Client is:</p> <p>Government of Nepal Ministry of Physical Infrastructure and Transport Department of Roads Division Road Office Damak, Jhapa</p> <p>The method of selection is: Quality- and Cost-Based Selection (QCBS)</p>
1.2	<p>The name, objectives, and description of the assignment are:</p> <p>Name : Damak Chisapani Road</p> <p>Objectives: Detailed Survey and design of Road</p>
1.3	<p>A pre-proposal conference will be held on 15th day of issue of letter of invitation at 1:00 p.m. at the Division Road Office, Damak, Jhapa.</p> <p>The name(s), address(es), and telephone numbers of the Client's official(s) are:</p> <p>Name: Ram Hari Pokharel</p> <p>Address : Division Chief, Government of Nepal</p> <p>Ministry of Physical Infrastructure and Transport</p> <p>Department of Roads</p> <p>Division Road Office, Damak, Jhapa e-mail:pokharelrh@gmail.com</p>
1.4	<p>The Client will provide the following inputs: NA</p>
1.10	<p>The clauses on fraud and corruption in the Contract are: NA</p>
2.1	<p>Clarifications may be requested 7 days before the submission date</p> <p>The address for requesting clarifications is: Government of Nepal Ministry of Physical Planning , Works and Transport Management Department of Roads Division Road Office, Damak, Jhapa</p>
3.1	<p>Proposals should be submitted in the following language(s): English</p>
3.3	<p>(i) Short listed consultants/entity may not associate with other short listed consultants:</p> <p>(ii) The estimated number of professional staff-months required for the assignment is: NA</p> <p>(iii) Available Budget for Fixed Budget Assignment : NA</p> <p>(iv) Reports that are part of the assignment must be written in the</p>



	following language(s): English																						
3.9	Proposals must remain valid for 90 days after the submission date.																						
4.3	Consultants must submit an original and no additional copies of each proposal:																						
4.4	The proposal submission address: Same as in 2.1 Information on the outer envelope should also include : Contract ID: DRODMK/337124/070/71/S2																						
4.5	Proposals must be submitted no later than: as per letter of invitation																						
5.1	The address to send information to the Client is : Same as in 2.1																						
5.3	The number of points to be given under each of the evaluation criteria are: 1. EVALUATION OF TECHNICAL PROPOSALS The Technical Proposal will be evaluated on the following grounds: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S.N</th> <th style="width: 60%;">Particulars</th> <th style="width: 30%;">Maximum points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Relevant experience of the firm</td> <td>10</td> </tr> <tr> <td>2</td> <td>Methodology of Service Delivery</td> <td>40</td> </tr> <tr> <td>3</td> <td>Technology Transfer</td> <td>5</td> </tr> <tr> <td>4</td> <td>Professional Key Personnels</td> <td>45</td> </tr> </tbody> </table> <p>Total marks as a whole 70% for pass technical proposal</p> <p>1) Relevant experience of the firm Maximum 10 Marks</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;">Work Experience</td> </tr> <tr> <td>Completion of work of "Detailed Engineering Survey and Design" or "DPR" or "Construction Survey, Design and Supervision" of a Road (Road Length more than 30KM)</td> </tr> </table> <p>2) Methodology of Service Delivery Maximum 40 Marks</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%;">Particulars</td> </tr> <tr> <td>Comments or suggestions on ToR and services</td> </tr> <tr> <td>Description and review any relevant documents like Design standards</td> </tr> <tr> <td>If any of the key personnel has visited the site and has attached a photograph, described the site and has attached a photograph, described the site.</td> </tr> <tr> <td>Methodology to perform Socio-economic & Traffic Study, Feasibility Study</td> </tr> </table>	S.N	Particulars	Maximum points	1	Relevant experience of the firm	10	2	Methodology of Service Delivery	40	3	Technology Transfer	5	4	Professional Key Personnels	45	Work Experience	Completion of work of "Detailed Engineering Survey and Design" or "DPR" or "Construction Survey, Design and Supervision" of a Road (Road Length more than 30KM)	Particulars	Comments or suggestions on ToR and services	Description and review any relevant documents like Design standards	If any of the key personnel has visited the site and has attached a photograph, described the site and has attached a photograph, described the site.	Methodology to perform Socio-economic & Traffic Study, Feasibility Study
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of New Road Section, Report submission of Phase A
Methodology to perform Detailed Engineering Survey
Methodology to perform Concise Initial Environmental Examination
Methodology of DPR Preparation
Work schedule with description
Manning schedule as per Work Schedule

3) Technology Transfer *Maximum 5 Marks*

Particulars
The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the consultant.

3) Professional Key Personnels *Maximum 45 Marks*

Professional Key Personnel	Maximum Marks	Minimum experience after Bachelor Degree	Education required
Team Leader (Highway/Transport Engineer)	15	5	M.Sc. in Highway/Transportation /Civil Engineering
Geotechnical Engineer	10	3	M.Sc. in Geotechnical Engineering/ M.Sc. In Geology
Hydrologist	10	3	B.E. Civil Engineering or M.Sc. In Hydrology



				Civil overseer or Intermediate with senior surveyor's training
	Surveyor	10	3	
	<p>Note 1: The services for Govt of Nepal (GoN) organizations (Fully or Semi/Partially Owned) shall only be evaluated as firm/jv experiences for the Proposal. Any experience in JV shall be evaluated with only 50% mark of each service.</p> <p>Note 2: Any sublated Service for Govt of Nepal (GoN) organizations (Fully or Semi/Partially Owned) by a firm or JV from another private firm/jv shall not be evaluated as firm/JV experience for the Proposal.</p> <p>Note 3: Any service experience older than 10 year (counted from the last date of submission of EOI) shall not be evaluated as firm/JV experience for the Proposal</p> <p>Note 4: CV of each professional key professional shall be submitted with signature of professional and authorized representative of the firm/jv. The Signature shall be in Blue Ink. Scan signature , or signed in ink other than Blue Ink shall cause to rejection of CV for Proposal evaluation</p> <p>Note 5: Proposed professional key personnel shall not be repeated by the same firm/jv and/or another firm/jv. Incase of repetition of professional key personnel, the Unit shall ask via email the person for physical presence within seven days to declare him/herself the firm/jv to whom he/she shall want to be associated.</p> <p>Note 6: CV of personnels shall clearly mention him/her e-mail address and mobile no.</p> <p>Note 7: The firm/jv shall have to submit the NEC registration certificate for engineer professionals</p> <p>Note 8: The firm/jv shall also have to submit the any certificate as evidence of his/her education(degree) as required above.</p> <p>Note 9 :Anything not mentioned in the above paragraphs shall be as per the Public Procurement Act-2063 and Public Procurement Regulation-2064.</p>			
5.9	The fixed Budget Ceiling for the assignment is : NA			
5.11	<p>The formula for determining the financial scores is the following: $Sf = 100 \times Fm/F$, in which <i>Sf</i> is the financial score, <i>Fm</i> is the lowest price and <i>F</i> the price of the proposal under consideration, The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.8 P (Financial Proposal) = 0.2</p>			
6.1	The address for negotiations is: Same as in 2.1			
7.8	The assignment is expected to commence on or before 7 days from the date of signing of the contract			



Section 3. Technical Proposal - Standard Forms

- 3A. Technical Proposal submission form.
- 3B. Consultant's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Team composition and task assignments.
- 3F. Format of curriculum vitae (CV) for proposed professional staff.
- 3G. Time schedule for professional personnel.
- 3H. Activity (work) schedule.
- 3I. Transfer of Technology



3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:



3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your Consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Consultant's Name:	
Assignment name:	
Location:	
Name of Client:	
Address:	
Start Date (Month/Year):	Completion Date (Month/Year):
Approx. Value of Services [in Nepali Rupees]:	
Names of <i>Key Technical Staff</i> (Project Director/Coordinator, Team Leader) involved: 1. 2. 3. 4. etc.	
Description of Services Provided:	

Notes:

1. Please provide the documentary evidence (e.g. completion certificate) clearly showing the name of the job/service, value of service and completion date. **Any information without such evidence shall not be entertained.**
2. Please **DO NOT** provide information on other projects which are not relevant to the proposed job.



3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Please study the Terms of Reference thoroughly and provide your views, findings, comments and suggestions on the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.



3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT



3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task
------	----------	------

2. Support Staff

Name	Position	Task
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3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:
Name of Consultant:
Name of Staff:
Profession:
Date of Birth:
Years with Consultant/Entity: Nationality:
Membership in Professional Societies:
E-mail:
Mobile No.:
Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

[Signature of staff member and authorized representative of the consultant] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

The Consultant shall have to submit the CV of professionals with signature and authorized representative of the consultant. The Signature must be in Blue Ink. If signature is scan and colour print, or signed in ink other than Blue Ink shall cause rejection of the Proposal.

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

3H. ACTIVITY (WORK) SCHEDULE

3I. TRANSFER OF TECHNOLOGY

Please provide your commitment, method and plan/schedule of Transfer of Technology.

Section 4. Financial Proposal - Standard Forms

4A. Financial Proposal submission form.

4B. Bill of Quantity

(Attached)



4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of the local taxes except Value Added Tax(VAT), which we have estimated at [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

4B. BOQ

BILL OF QUANTITIES :

(Attached)

Section 5: Terms of Reference

1.0 BACKGROUND

The Department of Roads, Division Road Office, Damak, Jhapa (herein after referred as "the Unit" or as "the Office"), intends to utilize services of engineering consulting firms well experienced in the fields of survey and design of roads, bridge engineering, river training works, environment aspects etc. for providing engineering consulting services for detailed survey, design and cost estimate report preparation of proposed roads.

Name of road: Damak Chisapani Road

Existing road-head to be connected to: Damak Beldangi Road

District: Jhapa, Ilam

Development Region: Eastern

Proposed Class of Road : Minor Feeder Road

2.0 OBJECTIVES OF THE WORK

The main objective of the consulting services is to conduct a detail engineering survey of the proposed road, prepare detail design and cost estimate for the construction of the road. The consultant is required to perform the following jobs.

- ✓ Technical Studies: Assess the alignment feasibility with possible recommendation for low cost and local resources (manpower, technology and material) oriented road construction.
- ✓ Detail Engineering survey of the alignment and its corridor
- ✓ Conduct hydrological studies for cross drainage works and fixing of embankment height
- ✓ Design the road detail on corporation
- ✓ Prepare working drawings
- ✓ Prepare cost estimates with analysis of rates
- ✓ Prepare survey and design reports
- ✓ Prepare bill of quantities

3.0 SCOPE OF WORK

The consultant shall carry out the necessary field works along the alignment. The consultant shall be responsible for accuracy, interpretation, analysis of all data received and for the conclusion and recommendations in their report. The scope of work to be carried out by the consultant shall include but may not be limited to the following:

3.1 Desk Study

A desk study should be carried out, collecting all data, maps and information relevant to survey and design of the road and reviewing for planning of field survey and investigation works.

3.2 Field Study and Survey

The scope of work to be carried out by the consultant during field study and survey shall include but may not be limited to the following:

3.2.1 Detailed Engineering Survey:

Topographical survey

The work for the Topographical survey will be as follows:

- **Establishment of Survey monuments / Bench mark**
- **Traverse survey along the proposed road corridor**
- **Topographical survey of road in 50 m wide strip (25 m on either side of centre line) and prepare detailed topographical map of the proposed road corridor in 1: 1000 scale.**

(a) Establishment of Survey monuments / Bench mark

In order to carryout the survey works permanent survey monuments will be established along the road. These monuments will serve as bench marks and control points for traverse survey. The benchmarks will be established at 500 m intervals along the road alignment at secured and easily visible area. The size of bench mark will be 15 cm x 15 cm x 50 cm long nails embedded flushed with top surface and made of 1: 2: 4 cement concrete. The upper surface of the monuments will be 5 cm above natural ground surface. Apart from this supplementary control points will be established at intermediate inter visible locations. Additional offset survey points will be established as required to get the detail topographic features of the proposed area. Description cards (D- cards) of the all the bench mark will be prepared with a set of reference for easy retrieval in future.

All permanent benchmarks and survey control points should be surveyed and tolerable error shall not exceed 10 x Square root of distance in Km.

(b) Traverse Survey

Traverse survey will commence from 2 known survey monuments and close to next 2 known points. All permanent ground monuments including supplementary survey control points will be surveyed for traverse survey. Procedure for survey should follow standard practice and closing error should be with in tolerable limits.

(c) Topographical survey

The detailed Topographic survey of the road corridor covering a width of 25 m on either side of the centreline will be carried out. The density of survey points will be at least 1 point per 25 square meters. Topographic map in scale 1: 1000 should contain details of Survey control points, Settlement with starting and end points, Landslide/ Slope instabilities, natural stream and structures

3.2.2 Engineering Study and Inventory Survey

- **ROAD INVENTORY SURVEY**
 - + Sub base Condition Survey (Visual Survey)
 - + Road Geometry Survey
 - + Existing structure Survey
 - + Side drains requirements Survey
 - + Cross drainage requirements Survey
 - + Retaining and protection work requirements Survey
 - + Terrain Survey
 - + Land use Survey

- + The locations of settlements of the road structures electric poles, streams, and water taps within the area of the plan.
- **CONSTRUCTION MATERIALS SURVEY**
 - + Identification of potential sources (quarry sites)
 - + Investigation of existing road materials on sites.
- **GEOLOGICAL SURVEY**
 - + General geology of the region, project area and the proposed road corridor should be described and a geological map of the area be presented along with identification of major features, pertinent to the project.
 - + Nature, type and structure and surface soil of the area need to be clearly identified and further required investigations listed.
 - + Whenever applicable, slope stability analyses of the representative site need to be carried out and the finding and recommendation be given
 - + The location of debris flow and other possible obstruction to the road alignment.
- **HYDROLOGICAL AND METEOROLOGICAL STUDIES**
 - + Climatic study: General climatic study of the area should be carried out and all relevant meteorological (Rainfall and Temperature) data and recommendation shall be presented.
 - + Study of the river and river system: The river system of the area should be described in the report. Preferably a river system map of the catchment's area and beyond (whenever applicable) should be produced.
 - + At least one cross-section of river at each crossing should be produced. In the cross section all bed and bank characteristics should be mentioned.
 - + Assessment of flood pattern and preliminary estimation of discharges should be carried out. Similarly, expected HFL shall be fixed as far as applicable
 - + Information necessary for the design of the side drain and protection works as well as preliminary design of cross drainage structure shall be produced

3.3 Design and Drawings

The scope of work to be carried out by the consultant and activities covered by design and reporting work shall include but may not be limited to the following:

3.3.1 Design of Road and Prepare Working Drawings

- Calculate and plot the reduced ground level of longitudinal and cross section.
- Design the most economical road profile by balancing the volume of cut and fill to the nearest.
- Design horizontal and Vertical Curves.
- As per the engineering design, prepare the drawings of roads plan indicating the coordinate of IPs and profile (Longitudinal)
- Prepare the roads typical cross section with the pavement details.

3.3.2 Design of Road Side Structure And Prepare Working Drawings

- Design of appropriate road side structures
- Prepare the Drawings for above road side structures
- Prepare site plan

3.4 Prepare Bill Of Quantities

- Prepare Rate analysis
- Prepare Cost estimate
- Prepare abstract of cost, Material & labour Schedules
- Prepare quality assurances Plan

3.5 Prepare and Submit Reports

In accordance with DOR's standard procedures the consultant shall submit his report as follows:

- **Draft Report**

Prepare project report by including the documents (design, Drawings, BOQ, Cost estimate and others) prepared for Road.

This report shall be submitted in 2 (Two) Copies for review and comments of DOR, concerned Division Road Office.

- **Final Report**

After all corrections and incorporation of all comments and suggestions to the submitted draft report, shall be submitted to DOR concerned Division Road Office in 3 (Three) copies.

4.0 GUIDELINES FOR EXECUTION OF CONSULTING SERVICES

☞ Horizontal and vertical alignment of the road

The horizontal alignment of the road centerline should be determine within the survey of proposed corridor of the optimum alignment between control points specified as a references the engineering investigation. Where road track exists, efforts should be made to adjusted alignment so as to match the original road track wherever possible. Cross Section should be taken at 15-25 m interval along the longitudinal sections and sufficient distance (offset) from the centerline depending upon the terrain and section. Beginning and end of curves and then critical points as may be required should be fully define relative to the station of intersection points.

Vertical alignment should be determined with detailed calculation of earthwork quantities; Vertical curve should be properly designed.

☞ Consideration of environment protection

While designing the horizontal and vertical alignment, the consultant are required to access the potential damage to the environment and attempt to mitigate or minimize such damage and suggest appropriate measure in design.

☞ Engineering Drawings Details

The consultant will prepare the following plans and working drawings on suitable reports material using the format and title sheets as required by the engineer in charge.

- + Map of district demarcation showing the location of the road.

- + Map showing complete alignment with Kilometer, names of area, land use, village, VDC, DDC's and their boundaries, municipalities, name of natural drainage/streams etc.
- + Location Map showing linkage of road the road with surrounding road network.
- + Map showing survey and design status of the complete road, intersection points, Benchmarks and other references points.
- + Plan, Profile (Longitudinal Section) and Cross- Section in the following Scale.
 - Plan - 1:1000
 - Horizontal Profile - 1:1000
 - Vertical Profile - 1:200
 - Cross Section - 1: 200
- + Plans and profile of the road should contain details of geometry viz. horizontal alignment with coordinates of IP, deflection angle, IP to IP distances, Chainage of IP, curve data etc. names of VDC or municipalities, forest, land use pattern, cross drainage structure, retaining and protection structure required or as directed by Engineer in charge.
- + Standard charts of mentioned cross drainage structures, retaining/Brest wall and protection works, side drain, typical cross section of the road according to types of soil, passing zone(if provided), hairpin bend (If provided)

5.0 TIME SCHEDULE

It is anticipated that time for completion and submission of the Report is by 20th Ashad 2068 BS. The Consultant needs to present a Work Plan in their Proposal for the study. The Consultant shall commence the work within time mentioned in agreement.

The consultant shall complete the assigned works as per the following schedule:

- ☞ Draft Report within 75 days of aggrement
- ☞ Final Report within 10 days after receiving DOR's Comments on the draft report.

6.0 WORKING TEAM

The working team for field and office works should necessarily consist of the following Key Personnel together with adequate supporting manpower.

- (1) Highway / Transport Engineer
- (2) Geotechnical Engineer/ Engineering Geologist
- (3) Environmentalist/Environmental Engineer
- (4) Hydrologist
- (5) Surveyor



Section 6: Standard Form of Contract

MEMORANDUM OF AGREEMENT

(To be filled up after the Contract is awarded)

THIS AGREEMENT, made on the *(Date)*.....between Government of Nepal, Department of Roads, Planning and Design Branch, Planning Monitoring and Evaluation Unit (herein after called as "the Department" or "the DOR") of the one part and the Consulting Firm or JV (herein after called as "the Firm" or "the Consultants") the other part.

WHEREAS, the Department is desirous that certain Professional Engineering Services should be performed viz. **Detailed Project Report Preparation Road** the following road(s) and has accepted a proposal by the firm for the performance of such services for the total amount of NRs....., excluding VAT.

In words NRs.

Contract No.	Name of the road

The whole services comprised in the Agreement shall be completed and Draft Report submitted before *(Date)*.....and shall perform the services in conformity in all respects with the provisions of the Agreement.

Now this Agreement witness as follows

- In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Engagement hereinafter, referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - The said proposal
 - Conditions of Contract
 - Terms of Reference
 - Bill of Quantities
 - Memorandum of Agreement
 - Special provisions (if any)
 - Appendices (if any)
 - Checklists (if any)
 - Addenda (if any) to the documents (a) through (h)
 - Instructions to consultant (if any)
- The Firm shall commence the Services from the date of signing of the Agreement and the services shall be completed on or before *(Date)*.....
- In consideration of the payments to be made by the Department to the Firm as hereinafter mentioned, the Firm hereby covenants with the Department to perform the services in conformity in all respects with the provisions of the Agreement.
- The Department hereby convents to pay the Firm in consideration of the performance of the services and amount at the manner prescribed by the Agreement.

IN WITNESS : whereas the parties here have made and executed this Agreement as of the day, month and year first above written.

On behalf of the Department

Witness

On behalf of the Firm

Witness

1 -----

1 -----

2 -----

2 -----

Government of Nepal
Ministry of physical Infrastructure and Transport
Department of Road.
Division Road office
Damak, Jhapa
Bill of Quantities



Name of Project : Damak Chisapani Road

Nature of work:- Detailed Survey, Design and Cost Estimate (0+000 to 23+170 KM)

Contract Notice No. 4/071/72

Contract identification no: DRODMK/3371244-4/071-72/S2

Item No.	Description of Work	Unit	Quantity	Rate/unit (Rs.)	Rate per Unit in Words	Amount (Rs.)	Remarks
1.00	Detailed Survey, Design and Cost Estimate	KM	23.17				
Total							

Grand Total excluding VAT (in figure) : NRs.
(in words) :

Notes : 1 The numbers enclosed in the bracket in the particulars represent DOR Standard Specifications Section Number.
2 Rates quoted are considered exclusive of VAT
3 Rates shall include all costs incurred for testing as per Standard Specification and QAP.

Name of firm:
Name:
Authorized Signature Of the Bidder :
Designation :
Date :
Seal of the Bidder :