

**Government of Nepal
Ministry of Physical Infrastructure and Transport
Department of Roads
Madan Bhandari Highway Project Directorate [MBHPD]
Chakupat, Lalitpur**

Request for Proposals

**for
Consulting Services
for**

**Detailed Engineering Survey, Soil Investigation,
Hydrological Study and Detailed Design of
Three Bridges along Madan Bhandari Highway
(NH09), Ilam.**



SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: MBHPD/337011084/080/81-CS-03

Selection of Consulting Services for:

**Detailed Engineering Survey, Soil Investigation, Hydrological Study
and Detailed Design of Three Bridges along Madan Bhandari
Highway (NH09), Ilam.**

Project: Detailed Design of Bridges

Office Name: Madan Bhandari Highway Project Directorate

Office Address: Chakupat, Lalitpur

Financing Agency: Government of Nepal

Issued on: December 2023

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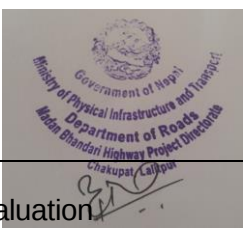
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PART I

Section 1. Letter of Invitation

Contract No.: **MBHPD/337011084/080/81-CS-03**

RFP No.... **MBHPD/337011084/080/81-CS-03**

Name and Address of Consultant: **To all shortlisted consulting firms as indicated in 3.**

Dear Mr./Ms.:

1. Government of Nepal (GoN) has allocated fund toward the cost of Consulting service for **Detailed Engineering Survey, Soil Investigation, Hydrological Study and Detailed Design of Three Bridges along Madan Bhandari Highway (NH09), Ilam** and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **Detailed Engineering Survey, Soil Investigation, Hydrological Study and Detailed Design of Three Bridges along Madan Bhandari Highway (NH09), Ilam.** **More details on the Services are provided in the Terms of Reference (Section 7).**
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

M/S, Paragon-DEC-Sparta JV, Bakhundole, Lalitpur
M/S, Sitara-Smart-Impulse JV, Patandhoka, Lalitpur
M/S, ECoCoDE-EKG-E.I. Maven JV, Kupondol, Lalitpur
M/S, Card-Aviyaan-Rishikesh JV, Babarmahal, Kathmandu
M/S, North Star-NSEGS- JV, Bakhundole, Lalitpur
M/S, NREC-TC-HEC JV, Khumaltar, Lalitpur
M/S, SWATI-RELIANCE STRUCTURE-PDA JV, Dhapakhel, Lalitpur
M/S, CIAS-SLAB-CIS JV, Chakupat, Lalitpur
M/S, Interface-DRMS-ErWorld JV, Koteswor, Kathmandu
M/S, Sakhuwa-GRAND-Sambhunath JV, Imadol, Lalitpur
M/S, RAJDEVI-SATYAM-HEAD JV, Shankamul, Kathmandu
M/S, Y.G.F.-C.I.A.-OMKAR JV, Kirtipur, Kathmandu
M/S, SILT-Green Planet-SGS JV, Chabhil, Kathmandu
M/S, NATIONAL-FIDA-NERAMS JV, Samakhusi, Kathmandu
M/S, Unique Engineering Consultancy Pvt. Ltd., Jwagal, Lalitpur
M/S, MOONLIGHT-DÉCOR-EVERSAFE JV, Madhyapur thimi-17, Bhaktapur
M/S, GEC-Shrestha-NEECOS JV, Jwagal, Lalitpur



M/S, RIDC-Pnet-Signature JV, Kupondol, Lalitpur
M/S, J&R-GRID-HYDROCON JV, Shankhamul, Kathmandu
M/S, GIDAN-PEES-AEMC JV, Bhaktapur, Nepal
M/S, Grid Nepal Design Associates Pvt.Ltd., Dhobhighat, Lalitpur
M/S, SLATE-e2services-Pertinent JV, Anamnagar, Kathmandu
M/S, Subway-Bardan-Appolo JV, Lalitpur
M/S, EXECUTIVE-UEC-HYDRO JV, Lazimpat, Kathmandu
M/S, Soil Test-ERMC-Udaya JV, Sanepa, Lalitpur
M/S, PDA-Premium-Pashupati JV, Maitighar, Kathmandu

4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
5. A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
7. Please inform us in writing at Department of Roads, Madan Bhandari Highway Project Directorate, Chakupat, Lalitpur, by facsimile 01-5260174, or by e-mail mabhpd@gmail.com.:
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,
Project Director
Madan Bhandari Highway Project Directorate
Department of Roads



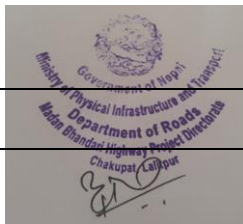
Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions	(a). “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. (b). “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time. (c). “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner. (d). “Client” means the <i>[procuring entity/implementing/ executing agency]</i> that signs the Contract for the Services with the selected Consultant. (e). “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. (f). “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). (g). “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC. (h). “Day” means a calendar day. (i). “Development Partner (DP)” means the country/institution funding the project as specified in the Data Sheet. (j). “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). (k). “Government” means the government of the Nepal. (l). “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. (m). “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal. (n). “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
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	(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants. (p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. (q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. (r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP. (s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP. (t). "Services" means the work to be performed by the Consultant pursuant to the Contract. (u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract. (v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense. 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.



	Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet , the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u> : a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments</u> : A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff</u> : A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP. 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its



	Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet. 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
c. Restrictions for public employees	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet. 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

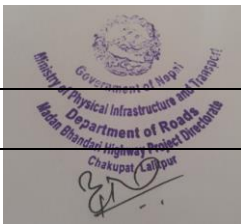
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client



	deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below: 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals. 13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals – Specific Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. 14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. 14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet. 14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.



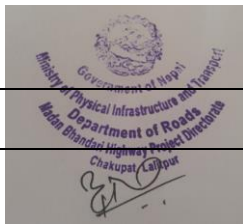
	15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet .
a. Price Adjustment	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the Nepalese Rupees.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically. 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of



	the Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].” 17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” 17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”. 17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal. 17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
18. Confidentiality	18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant. 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO’s blacklisting procedures. 18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
19. Opening of Technical Proposals	19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.



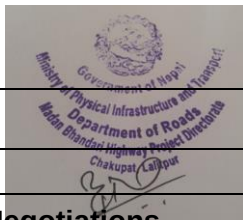
	19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.
20. Proposals Evaluation	20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its “no objection”, if applicable. 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet. 21.2 Proposed experts, involved in the firms’ work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment. 21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm’s or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
22. Financial Proposals for QBS	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. 22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such



	firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice. 23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information will be recorded: (a) Name and address, (b) Proposed service charge, (c) Discount offered, if any; (d) Description of the discrepancies, if any, between figure and words, (e) Whether the financial proposal is signed or not by authorized representative of consultant, (f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced, (g) Other necessary matters considered appropriate by the Public Entity 23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors,



	(b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.



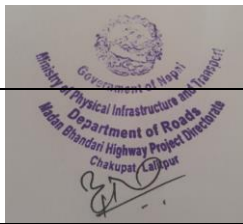
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. 28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.
a. Availability of Key Experts	28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial negotiations	28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses. 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. 28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations	29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
30. Award of Contract	30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal. 30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days. 30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract. 30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. 30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
31. Request for Information/ Complaints	31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. 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 within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application. In case of letter of intent after evaluation of financial proposal 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 within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application. 31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC 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 its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC. 31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application. 31.4 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 within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. 31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.
32. Conduct of Consultants	32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations. 32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract 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 e. participation of other prospective bidders. f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, g. 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. h. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination

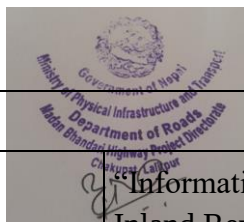
	and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
33. Blacklisting	33.1 Without prejudice to any other rights of the client under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant: a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC, b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC, c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment 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 firm 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) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract. 33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner. The list of debarred firms is available at the electronic address specified in the Data Sheet.



E. Data Sheet

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: <i>Not Applicable</i>
2.1	Name of the Client: Department of Roads, Madan Bhandari Highway Project Directorate Method of selection: Quality and Cost based selection (QCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: <u>Consulting service for Detailed Engineering Survey, Soil Investigation, Hydrological Study and Detailed Design of Three Bridges along Madan Bhandari Highway (NH09), Ilam.</u> Contract identification number: <i>MBHPD/337011084/080/81-CS-03</i>
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 2080-09-22 Time: 13:00 PM Address: Madan Bhandari Highway Project Directorate, Chakupat, Lalitpur Telephone: 01-5260174; E-mail: mbhpd@gmail.com Contact person/conference coordinator: SDE, MBHPD
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Please refer to <i>Section 7, TOR</i>
6.2	Maximum number of partners in JV shall be: 3 (three)
6.3.1	A list of debarred firms and individuals is available at the following website https://ppmo.gov.np/index.php?route=information/black_lists
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal:

	(1) Power of Attorney to sign the Proposal (2) Proof of Legal Status and Eligibility (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 AND 2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 Proof of legal status establishing Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by: • Certificate of incorporation
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal: Not Allowed.
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
12.9	Sub-contracting is <u>NOT</u> allowed for the proposed assignment
13.1	Clarifications may be requested no later than 7 (seven) days prior to the submission deadline. The contact information for requesting clarifications is: <i>As per Clause 2.3 of Data Sheet</i>
14.1.1	Shortlisted Consultants may not associate with (a) non-shortlisted consultant(s) (b) other shortlisted Consultants
16.1	[Not Applicable]
16.2	A price adjustment provision applies to remuneration rates: [Not Applicable]



16.3	Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np"
16.4	The Financial Proposal shall be stated in the following currencies: Nepalese Rupees The Financial Proposal should state local costs in Nepalese Rupees
C. Submission, Opening and Evaluation	
17.1	The Consultants <u>shall not</u> have the option of submitting their Proposals electronically.
17.5	The Consultant must submit: (a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original.
17.8	The Proposals must be received at the address below no later than: Date: 2080-10-07 Time: within 12:00 PM The Proposal submission address is: Department of Roads, Madan Bhandari Highway Project Directorate, Chakupat, Lalitpur Telephone: 01-5260174
19.1	An online option of the opening of the Technical Proposals is offered: <u>No</u> The opening shall take place at: Date: 2080-10-07 Time: 13:00 PM Address: Madan Bhandari Highway Project Directorate Telephone: 01-5260174
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: As per ITC 19.2 Confirmation that invitation to submit proposal was not transferred to another party.

21.1

The number of points to be given under each of the evaluation criteria are:

S.N.	Particulars	Marks Allocated
1	Relevant experience of the Consultant	20
2	Understanding of the TOR and methodology of work	30
3	Qualifications and competence of the proposed key personals	45
4	Technology transfer and training	5
	Total	100

Minimum total technical score required to pass is 60%

The evaluation criteria, sub-criteria, and point system for the evaluation are:

Details of Marks Distribution:

1. Relevant experience of the consultants..... Maximum 20 marks

S.N.	Relevant experience	Marks Allocation
1	Detailed engineering survey, soil investigation, hydrological study and detailed design of motorable bridges	2.0 Marks for each bridge
2	Design review of motorable bridges	1.0 marks for each bridge not exceeding 5 marks

Notes on Experience of the Firm:

1. The firm shall have to submit notary public attested experience certificates. No marks shall be given for the experience of the firm if the certificate of completion is not attached. If the firm has completed more than one job in a single package, each job shall be considered separately.
2. The services for Government of Nepal (GoN) organizations (fully or partially owned) shall only be considered as firm's experiences during evaluation of RFP. The specific experience by the firm as JV partners shall be considered and evaluated as firm's experience and any specific experiences by the firm as "in association with" shall not be considered during evaluation.
3. Any sublet service for Government of Nepal (GoN) organizations (fully or partially owned) by a firm from another private firm shall not be evaluated as firm's experience for the RFP.

4. Any service experience within last 7 years (counted from the last date of submission of RFP) shall only be evaluated as firm/JV experience for the RFP.
5. Each experience certificate shall clearly indicate the description of service, service amount (including / excluding VAT), date of commencement and date of completion of service.
6. Provide highlight on specific services provided by the consultant as required by the RFP assignment.

2. Understanding of the TOR and Methodology of work.....Maximum 30 marks

S.N.	Particulars	Evaluation Remarks	Total Marks	Marks Division (upto)
Desk Study	Comments or suggestions on ToR and services	Not significant	4	0
		General comments or suggestion		1.2
		Slightly specific comments or suggestion		2.4
		Significantly specific comments or suggestion		4
	Description and review any relevant documents like relevant codes, design standards etc.	Not significant	3	0
		General review		0.9
		Slightly critical review		1.8
		Critical review		3
Site Visit	If any of the key personnel has visited and described the site and has attached supporting photographs with a site visit letter from government agencies.	No description	5	0
		General description		1.5
		General description with site photograph or a site visit letter		3
		Technical description with site photograph and a site visit letter		5
Proposed Methodology	Methodology to perform feasibility study of bridges.	Not significant	2	0
		General methodology		0.5
		Clear methodology without flow charts		1.0



		Clear methodology with flow charts		2.0
	Methodology to perform Detailed Engineering Survey and Detailed Design (Hydrology, Hydraulic, Soil investigation, Structural Design etc.) of bridges.	Not significant	12	0
		General methodology		4
		Clear methodology without flow charts		8
		Clear methodology with flow charts		12
Proposed Schedule	Work schedule with description	Not significant	2	0
		Fairly justify the proposed methodology		0.6
		Moderately justify the proposed methodology		1.2
		Relevant to proposed methodology		2
	Manning schedule as per Work Schedule	Not significant	2	0
		Fairly justify the proposed work schedule		0.6
		Moderately justify the proposed work schedule		1.2
		Relevant to proposed work schedule		2

Note: During the evaluation of RFP, scoring of “2. Methodology>>Site Visit>> shall be done as follow:

Full marks under this sub-topic shall be given if any of the key personnel has visited all bridges as mentioned in BoQ and described technically with site photographs. and site visit letter only from government agencies. Otherwise, scoring shall be done according to pro rata basis.

3. Professional Key Personnel.....[Maximum Marks 45]

Team Leader (Bridge/Structural Engineer)		20.0
Minimum qualification Requirement: Master's degree in Structural Engineering/ Bridge Engineering or equivalent.		
Education	5.0	Master's degree in Structural Engineering/Bridge Engineering: 5.0
General Experience	2.0	< 5 years = 0.0

(after Master's degree)		5 to 10 years = 1.0 to 2.0 in pro rata basis
Specific experience	10.0	a) Detailed Engineering Survey/Design of motorable bridges: 1.0 for each bridge not exceeding 10.0 b) For design review or design checking of motorable bridges: 0.5 for each bridge, not exceeding 5.0
Position Held	3.0	Previously worked as TL in at least 1 similar works: 2.0 Previously worked as TL in more than 1 similar works: 3.0

Geotechnical Engineer/ Engineering Geologist		10.0
Minimum qualification requirement: Master's degree in Geotechnical Engineering/ Engineering Geology or equivalent.		
Education	2.0	Master's degree in Geotechnical Engineering/ Engineering Geology or equivalent: 2.0
General Experience (after Master's degree)	2.0	< 4 years = 0.0 4 to 10 years = 1.0 to 2.0 in pro rata basis
Specific Experience	6.0	a) Detailed Engineering Survey/Design of bridges (Soil investigation and design of bridge foundation) : 1.0 for each bridge not exceeding 6.0 b) For Design Review / Feasibility Study of bridges/other jobs: 0.5 for each bridge, not exceeding 3.0

Hydrologist		10.0
Minimum qualification requirement: Master's degree in Water Resources Engineering/ Hydrology or equivalent.		
Education	2.0	Master's degree in Water Resources Engineering/ Hydrology: 2.0
General Experience (after Master's degree)	2.0	< 2 years = 0.0 2 to 4 years = 1.0 to 2.0 in pro rata basis
Specific Experience	6.0	a) Detailed Engineering Survey/Design of bridges: 1.0 for each bridge, not exceeding 6



b) For Design Review / Feasibility Study of bridges / and other works: 0.5 for each bridge, not exceeding 3.0

Civil Engineer		5.0
Minimum qualification requirement: Bachelor's Degree in Civil Engineering		
Education	1.0	Bachelor's Degree in Civil Engineering: 1.0
General Experience (after Bachelor's degree)	2.0	< 2 years = 0.0 2 to 4 years = 1.0 to 2.0 in pro rata basis
Specific Experience	2.0	a) Detailed Engineering Survey/Design of bridges: 1.0 for each bridge, not exceeding 2.0 b) For Design Review / Feasibility Study of bridges / and other works: 0.5 for each bridge, not exceeding 3.0

Notes on Professional Key Personnel:

1. Any Key personnel who do not meet the minimum qualification requirement shall not be qualified.
2. The firm/JV shall not be qualified if one of the key personnel (i.e. Team Leader, Geotechnical Engineer/ Engineering Geologist, Hydrologist) is disqualified.
3. In case of full time/ part time involvement of proposed key personnel in any civil engineering projects such as "Feasibility Study", "Engineering / Construction Survey", "Design", "Construction Supervision" or "Preparation of Detail Engineering Report", he / she shall provide adequate clarification and declaration that his / her involvement in any other above mentioned projects does not affect the scheduling and execution of this consulting service if this consulting service is awarded to the firm hiring that proposed key personnel. Any marks allocated to the proposed key personnel shall not be awarded if he/she does not submit declaration (with clarification if needed) regarding above mentioned content through separate letter with signature of the proposed key personnel as mentioned in the format attached herewith.
4. The year of experience of professional key expert, after specified minimum degree, shall be counted from the date of issuance of minimum educational qualification certificate.
5. CV of each professional key personnel shall be submitted with signature of professional key personnel and authorized representative of the firm/JV.
6. Proposed professional key personnel shall not be repeated by more than one firm/JV. In case of repetition, **MBHPD, DoR** shall ask, via letter/email, the person for his / her physical presence within three days to declare him/herself to the firm/JV whom he/she shall want to be associated.
7. CV of personnel shall clearly mention his/her e-mail address and mobile number.



8. The firm/JV shall have to submit the NEC registration certificate for engineer professionals (except Geologist)
9. The firm/JV shall have to submit any certificate as evidence of proposed key personnel's education (degree) as required above with his / her academic certificate.

4. Technology Transfer.....[Maximum Marks 5]

Particulars	Evaluation Remarks	Marks	Marks
The idea of sharing know-how of the works highlights on dissemination of knowledge and training proposed by the consultant.	Not significant	5.0	0.0
	General		1.5
	Moderate with standard method of description		3.0
	Significant description with charts		5.0

23.1 **An online option of the opening of the Financial Proposals is offered: No**

23.1 and 23.2 The Client will read aloud only overall technical scores.

26.1 **The single currency for the conversion of all prices expressed in various currencies into a single one is: *not applicable*.**
The official source of the selling (exchange) rate is: *Not applicable*
The date of the exchange rate is: *Not applicable*

27.1
[a. QCBS only]

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$$Sf = 100 \times Fm / F$$
in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:
T = 85%, and
P = 15%

Proposals are 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) as following: $S = St \times T\% + Sf \times P\%$.



D. Negotiations and Award

28.1	Expected date and address for contract negotiations: approximately within one (1) month from the opening of Financial Proposals at MBHPD, DoR.
30.4	Expected date for the commencement of the Services: 15 days after the date of agreement.
31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of NRs. 14,000.00.
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.

- 
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.4 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}



CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 (Seven) years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.



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.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services Proposal National level: NRs International Level: (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project :(Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____



COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}



DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents(including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}



WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9		n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5).....												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:}												
n													

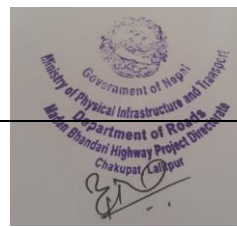
- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



FORM TECH-6
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N ^o	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...			Home	Field	Total
KEY EXPERTS															
International															
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2	e.g., Mr. Xxyyyy, USA, 20.04.1969}														
K-3															
National															
n															
Subtotal															
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
Subtotal															
Total															

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC 21.1.



- 2 Months are counted from the start of the assignment/mobilization.
- 3 "Home" means work in the office in the expert's place of residence. "Field" work means work carried out in the site.

 Full time input
 Part time input



CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Firm	<i>Insert name of firm proposing the expert</i>
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, *type of employment (full time, part time, contractual)*, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

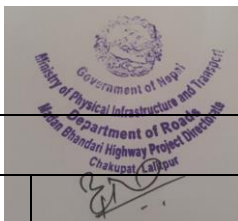
Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	



Expert's contact information : (e-mail....., phone.....)

Certification:

I, the undersigned, certify to the best of my knowledge and belief that

(i) *This CV correctly describes my qualifications and experience*

(ii) *I am not a current employee of the GoN*

(iii) *In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.*

(iv) *I was not part of the team who wrote the terms of reference for this consulting services assignment*

(v) *I am not currently debarred by a multilateral development bank (In case of DP funded project]*

(vi) *I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*

(vii) *I declare that Corruption Case is not filed against me.*

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of expert] Date: _____
Day/Month/Year

[Signature of authorized representative of the firm] Date: _____
Day/Month/Year

Full name of authorized representative:

**FORMAT OF DECLARATION LETTER
(TO BE SUBMITTED BY EACH PROFESSIONAL KEY EXPERTS)**

Date: YYYY-MM-DD

To,
Madan Bhandari Highway Project Directorate
Department of Roads
Chakupat, Lalitpur,

Subject: Regarding Self Declaration

Respected Sir / Madam,

I, (Name of the Proposed Professional Expert) declare myself as stated below:

- 1) I am not engaged full time at present in any civil engineering projects such as “Feasibility Study” or “Engineering / Construction Survey” or “Design” or “Construction Supervision” or “Preparation of DPR”.
- 2) I am currently engaged (part time) in the following civil engineering projects:
 - i. Name of engaged project-1.....
 - ii. Name of engaged project-2.....
 - iii. Name of engaged project-3.....
- 3) I also declare myself that my part time involvement in abovementioned projects shall not affect the scheduling and execution of this consulting service if this consulting service is awarded. I also hereby attach the detail of the manning schedule for execution of this service along with the projects as mentioned in 2.
- 4) I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.
- 5) I declare that Corruption Case is not filed against me.
- 6) I hereby agree that above stated details are true to my knowledge, I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

... [Signature of the Expert] ...

Name of Key Expert:

NEC Regd. No. (In case of Engineering Professional):

Address:

Contact (Mobile) Number:

Email:

Date (YYYY-MM-DD):

Name of the Consulting Firm:



Section 4. Financial Proposal – Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Bill of Quantities



FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

To: [Name and address of Client] {Location, Date}

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet.* {Please note that all amounts shall be the same as in Form FIN-2}.

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. before the date indicated in Clause 12.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}

FORM FIN-2 BILL OF QUANTITIES

(The Bill of Quantities are attached at the end of this RFP document. Please fill and submit only the appropriate Bill of Quantities from the provided list in which you are shortlisted for submission of RFP)



Section 5. Eligible Countries

For GoN funded:

For the purpose of National shortlisting: **“Nepal”**



Section 6. Corrupt and Fraudulent Practices

It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or DP) 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, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (iv) "obstructive practice" means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under Clause GCC 25.2.
- 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 blacklist 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 to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

Section 7. Terms of Reference

1. Introduction:

For Detailed Engineering Survey, Soil Investigation, Hydrological Study and Detailed Design of Bridges

S.N.	Name of Bridge	Approx. Google Earth Location	Remarks
1	Chepe Khola	585359.00 E, 2959170.00 N	Google Earth locations are indicative of Kholas/ Khahares along the alignment only.
2	Rate Khola	585507.00 E, 2957463.00 N	
3	Lal Khola	585671.00 E, 2953812.00 N	

The Department of Roads, Madan Bhandari Highway Project Directorate (herein after referred as "the DOR/MBHPD" or as "the Department"), intends to utilize services of engineering consulting firms well experienced in the fields of soil investigation, hydrological studies, bridge engineering, river training works, environment aspects etc. for providing engineering consulting services for detail design work of proposed Bridge(s) including river training works, and approach roads.

2. Objective :

The main objectives of the study are:

- To assess feasibility of the proposed bridge and find best bridge site;
- To carry out the detailed engineering survey including sub-soil exploration to acquire bridge design parameters and predict construction difficulties;
- To carry out the detailed engineering design and prepare engineering drawings of proposed bridge works and prepare detailed cost estimate(s).

3. Scope of works :

The scope of work to be carried out by the consultant shall include but may not be limited to the following:

3.1. Desk/Inception Study:

A desk study should be carried out by collecting all data such as location of the bridge site(s), Bridge Code No. for SRN bridge, that shall be provided by MBHPD, maps and information relevant to bridge design etc. Based on the collected information a desk study report/ Inception Report shall be prepared which shall contain base map of the study area, site location, approach roads, existing bridges (if any), nearest bridge, previous study reports etc., and shall provide enough data for the field visit.

3.2. Preliminary Site Investigation

Preliminary investigation shall include the study of existing geological information, previous site reports, geological maps etc., and surface geological examination. These will help to narrow down the number of sites under consideration and also to locate the most desirable location for detailed sub-surface investigation.

3.2.1. Selection of Site for the Bridge



Bridge sites shall be studied and recommended for the best site based on geology/geo-morphology of the river and river banks, crossing location with respect to the existing road alignment, bridge length, environmental and social consideration. The selection for the site of the bridge shall follow the guidelines given in IRC: 5-2015 (Clause 104.1) Formal approval of the bridge alignment shall be obtained from the Madan Bhandari Highway Project Directorate during the presentation of inception report.

3.2.2. Preparation of Index Plan:

The index plan shall locate the project area in the map of Nepal, respective district map and nearby major towns. It should give bird's eye view of the project area.

3.2.3. Preparation of Site Plan:

Site plan shall be drawn to scale showing the details of the site extending not less than 100 meters on upstream and downstream from the center of crossing. It should cover approaches to sufficient distances. In case the river is meandering near the site of bridge, the site plan should cover at least two loops on either side. The site plan should also contain direction of flow of water, existing approach, angle of skew if any, location and value of permanent bench mark, location of cross sections and longitudinal sections taken and location of trial pit of boring.

3.2.4. Preparation of Cross-sections and Longitudinal Sections of river bed

Cross sections should be taken covering 200 m beyond flood lines of the river at proposed bridge site, up to about 500 m U/S and about 200 m D/S wherein HFL, LWL, LBL, area of cross section, wetted perimeter and geological profile with silt factor for each strata (at proposed bridge site only) shall be indicated.

At least three cross-sections, including one at the bridge axis, shall be taken using leveling equipment at site showing ground features (not generated by interpolation of topographical survey data).

Similarly, the longitudinal cross section of the river should also extend upstream and downstream of the proposed site of bridge as shown above.

3.2.5. Collection of Hydrological Data

In general, collection of hydrological data shall include collection of history of flood discharge, maximum HFL, maximum velocity of flood flow, river flow characteristics, rainfall intensity and catchments area and characteristics of catchments area. The general guidelines provided in IRC:5-2015 (Clause 106) shall be followed in the collection of the hydrological data.

In detail the consultant shall carry out a detailed hydrometrical survey and hydrological study of the river and bridge site, which shall include the following:

- Catchment area of the river up to bridge site
- Length of the river from origin up to bridge site
- Possibility of change of catchment
- Nature, size and quantities of debris carried by the river
- Intensity, duration and distribution of rain in the catchment
- Vegetation, cultivation etc. of the catchment.
- Existence of reservoir's, lakes etc. in the catchment.
- Existing bridge or other hydraulic structures across the river in the vicinity of the proposed bridge site with their details as much as possible.
- General slope of the river from the critical point (origin) of the river up to bridge site and general slope of the catchment in both sides of the river.
- Maximum discharge calculated by established formulas with different return periods and the peak discharge observed over a period of 100 years, linear water way shall be calculated based on the methods and the formula given in IRC:5-2015 (Clause 106.5) and other relevant codes



- Velocity and depth of flow at the time of survey.
- Shifting of the river in the past at proposed bridge site and in its vicinity.
- Effect of climate change
- Other information required for river control, design, construction and maintenance of the bridge.

3.2.6. Preparation of Engineering Geological Map

An engineering geological map of the site in the scale of 1:500 or 1:1000 shall be prepared. The area that has to be covered depends on condition of the site that may have direct effect upon the stability of the proposed bridge site. Existing topographical map may be used as the base map. This map shall have information on geological/geomorphological/structural geological information of the site. Published maps can be used to compile these information. Besides these information, this map shall contain following information:

- Scars cracks, upheavals, and hollow collapses.
- Water spring points, swampy area, seepage area etc.
- Existing landslides or other instability features that may has impact on stability of the proposed bridge;
- Soil/rock types at the surface;
- Geological structures such as faults/shear zone/folds etc.;
- Tilted trees or post outcrops.
- Artificial slope cutting, irrigation channel, existing bridges, roads other civil engineering structures.

3.3. Seismological Study:

The consultants shall collect and refer to the available data regarding the seismic records of the area. Seismic Forces: according to the Indian Standard Criteria for Earthquake Resistant Design of Structures, IRC: 6 and IRC SP 114 may be followed.

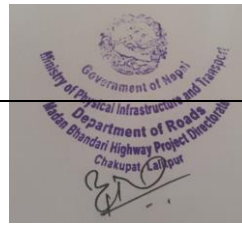
3.4. Environmental Study

The consultant shall predict/assess the damages to the environment and attempt to mitigate or minimize the damages by choosing appropriate mitigation site, cross-section, type of structures etc. and suggest appropriate measures in the design for protection of surrounding Environment. The Environmental Protection Act, Environmental Protections Rules and the DOR environmental policies including Environmental and Social Management Framework (ESMF), modified by GESU/DOR for bridges should be followed. Along with these the existing IEE/EIA of the road alignment shall be given due consideration.

3.5. Determination of the Bridge Length / span arrangement of bridge

The length and span arrangement of the bridge shall be proposed based on:

- The linear waterway;
- The type of river bed and banks
- Geo-technical stability;
- Constructability;



- Cost effectiveness.

3.6. Technical Feasibility study:

The consultant shall evaluate the Technical Feasibility of the bridge site based on data collected on following aspects:

- Geological / Geo-technical condition of the site
- Topographical condition of the site
- Tentative bridge length, probable bridge type with span arrangement, constructability of the proposed bridge;
- Availability of access road, construction material, possibility of transportation of equipment / materials at site;
- Environmental impacts;
- Social impacts and social acceptability of the bridge
- Cost effectiveness from both perspective of construction as well as maintenance cost

3.7. Preparation of Concept Design:

Based on the desk and field data collected under feasibility stage a concept design for the most feasible site shall be prepared. This concept design shall have a General Arrangement Drawing with profile. This drawing shall be supplemented by location map, existing road network, nearby settlement area (if any), engineering geological map of the site, hydrological information, construction methodology, specification, environmental impact scenario, social impact and social acceptability scenario, economical aspect etc.

This concept design shall be presented to MBHPD/DoR and shall be finalized after incorporating the suggestions and comments from MBHPD/DoR. The bore hole locations, their numbers, tentative depth and any other geo-technical investigation requirements shall also be finalized after presentation of this concept design and discussion with MBHPD/DoR

3.8. Detailed Engineering Survey:

3.8.1. Topographical Survey

The topographical survey of the area should cover a minimum distance of 500 m upstream, 200 m. downstream and 200 m from the riverbanks on either side of the river at the proposed bridge site. The Topographic map should show the following:

- Contours at 1(one) meter interval in hilly area and at 0.25 meter in plain area.
- The density of survey points should be at least one point per 10 sq.m area.
- Flood lines on either side of the river in the entire area surveyed.
- Lines with spot levels along which the bed slope of the river is taken
- Both banks of the river
- Lines along which cross section of the river is taken
- Government. and/or public establishments such as infrastructures, houses, recreational parks or other facilities like irrigation canals, water supply pipelines and sewerage lines, electricity and telecommunication lines, etc.
- Traverse lines, benchmarks reference lines and/or points with respect to which the topographical map is prepared.
- The angle and direction of skew, if the bridge is proposed to be aligned skew.

- The names of the nearest identifiable villages/towns etc. in either ends of the bridge.
- Information relevant with ongoing/future development projects along the river and around the appropriate vicinity of the bridge-site that will affect the existence, stability, and functionality of the proposed bridge
- Other information relevant to design, construction and/or maintenance of the bridge.

3.8.2. Detailed Soil Exploration:

Based on data obtained from preliminary investigations and conceptual design with bridge type and foundation arrangement with probable type of foundations, the programme of detailed investigations shall be tentatively decided; relevant codes and specifications shall be referred in the process.

Thereafter the scope of detailed investigation including the extent of exploration, number of bore holes, type of tests, number of tests etc., shall be decided in close liaison with the design engineer and the exploration team, so that adequate data considered necessary for detailed design and execution are obtained.

3.8.3. Determination of borehole locations

With the tentative arrangement of span finalized in consultation with MBHPD/DoR, the borehole location for collection of sub-soil sample shall be decided. One boring at each proposed location of abutment and pier shall be done and the engineering properties of the sub-soil at the location shall be worked out as detailed in the subsequent pages.

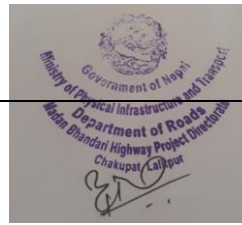
3.8.4. Determination of borehole Depths:

The exploration shall cover the entire length of the bridge and a distance of zone of influence also at either end. Generally, the sub-surface investigations should extend to a depth below the anticipated foundation level. The depth of exploration in general shall be as follows:

SN	Type of soil	Depth of Soil Exploration
1	Silty, sandy, clayey soil	3 times the design scour depth, or 1.5 times the least dimension of the foundation footing not exceeding 25 m
2	Granular soil (gravels, boulders)	2 times the design scour depth, or 1.5 times the least dimension of the foundation footing, not exceeding 20 m
3	Rocks (soft or hard)	Not exceeding 8 m on continuous bed rock

The above-mentioned depths are indicative only, the consultant shall decide the actual required depth of soil investigation according to the field condition and design parameters. However, where such investigations end in any unsuitable or questionable foundation material, the exploration shall be extended to a sufficient depth into a firm and stable soils or to rock with prior approval of the employer.

If rock is found at the beginning or at mid-depth, then the drilling works shall not exceed the depth as mentioned in the table above. In such case, the payment shall be made only for the depth prescribed in the table above. For example, if the rock is found at a depth of 6 meters, then drilling shall continue only for further 8 meters, and the payment shall be made for 14 meters. If the rock is exposed on the surface then drilling shall be done up to a depth of only 8 meters, and the payment shall be made for 8 meters only.



3.8.5. Soil exploration works to be certified

The consultant, may be asked to submit the soil/rock samples obtained from the drilling works in core boxes. The consultant shall record video clips clearly visible of total drilling depth and locations of all drilling works by **using Bridge Site Monitoring System (BSMS)**. The video shall be taken so that the surrounding area is also appropriately captured such that it will be a reliable tool for recognizing the bridge-site. Access to this BSMS will be provided to the consultant on temporary basis from the Bridge Branch. The consultant shall have their own mobile phone or tablet with Android system. **The bore/drill logs should be certified by the geotechnical engineer of the consultant.**

3.8.6. Determination of Engineering Properties of Soil

The boring for collection of samples shall be done at the proposed location of abutment and pier as per approximate span arrangement fixed.

The sub-soil investigation shall broadly consist of two stages, preliminary investigation and Detailed investigation. In general, the investigation procedure and collection of data shall follow the guidelines provided in IRC-78. As a general guide it shall be comprehensive enough to enable the designer to estimate or determine the following: -

- Engineering properties of the soil / rock
- Location and extent of weak layers and cavities, if any, below hard founding strata
- The sub-surface geological condition, such as, type of rock, structure of rock i.e. folds faults, fissures, shears, fractures, joints, dykes and subsidence due to mining or presence of cavities
- Profile of sub-surface geological features along the bridge axis, and in transverse direction to the bridge axis at the foundation locations as agreed with employer upon discussion during inception phase
- Ground water level
- Artesian conditions, if any;
- Quality of water in contact with the foundation
- Depth and extent of scour
- Suitable foundation level
- Safe bearing capacity of foundation stratum
- Probable settlement and probable differential settlement of the foundations
- Likely sinking or driving effort; and
- Likely construction difficulties.

3.8.7. Method of Soil Sampling

The size of the bores shall be predetermined so that undisturbed samples as required for the various types of tests are obtained. The method of taking soil samples shall be as given in IS:1892 and IS:2132. The tests on soil samples shall be conducted as per relevant part of IS:2720.

3.8.7.1. Foundations Requiring Shallow depth exploration (Open Foundation)

These shall cover cases where the depth of exploration is not deep and it is possible to take samples from shallow pits or conduct direct tests like plate load tests etc. This will also cover generally the foundation soil for approach embankments, protective works etc.

Tests shall be conducted on undisturbed representative samples, which may be obtained from open pits. The use of plate load test (IS:1888-Method of Load Test on soils) is considered desirable for ascertaining the safe bearing pressure and settlement characteristics. A few exploratory bore holes or soundings shall be made to safeguard against presence of weak strata underlying the foundation. This shall extend to a depth of about $1\frac{1}{2}$ times the proposed width of foundation.

The tests to be conducted at various locations for properties of soil are different for cohesive and cohesionless soils. **These are indicated below and shall be carried out wherever required according to soil type.**

Cohesionless Soils.

(a) Laboratory Tests.

- (i) Classification test, index tests, density determination etc.
- (ii) Shear strengths by triaxial / direct shear etc.

(b) Field Tests.

- (i) Standard penetration Tests (as per IS:213)

Cohesive Soils.

(a) Laboratory Tests.

- (i) Classification test, index tests, density determination etc.
- (ii) Shear strengths by triaxial / direct shear etc.
- (iii) Unconfined compression test (IS:2720 Part X)
- (iv) Consolidation test (IS:2720 Part V)

(b) Field Tests.

- (i) Vane Shear Test (IS:4434)
- (ii) Static Cone Penetration Test (IS:4968 Part III)

Note: Where dewatering is expected, the samples may be tested for permeability (IS: 2720 Part-XVII).

3.8.7.2. Foundation Requiring Large Depth of Exploration.

In this group, cases of deep wells, pile foundations are covered. Where the use of boring equipment, special techniques of sampling, in-situ testing etc., become essential. In addition to the problems of soil and foundation interaction an important consideration can be the soil data required from constructions. Often in the case of cohesionless soils, undisturbed samples cannot be taken and recourse has to be made to in-situ field tests.

The sub-surface exploration can be divided into three zones: -

- a. Between bed level and up to anticipated maximum scour depth (below H.F.L.)
- b. From the maximum scour depth to the foundation level and
- c. From foundation level to about $1\frac{1}{2}$ times the width of foundation below it.

Sampling and testing (in-situ and laboratory) requirement will vary in each case and hence are required to be assessed and decided from case to case. The sub-soil water shall be tested for chemical properties to evaluate the hazard of deterioration to foundations. Where dewatering is expected to be required, permeability characteristics should be determined.

For the different zones categorized as above, the data required, method of sampling, testing etc., are given in **Table-1**. Samples of soils in all cases shall be collected at every 1 to $1\frac{1}{2}$ meter or at change of strata.



Table-1.

Zones	Data Required	Sampling and Testing	Remarks including limitations
Bed level to anticipated maximum scour depth	(i) Soil classification (ii) Particles size distribution	Sampling for (i) and (ii) disturbed samples may be collected. For (iii) and (iv) undisturbed samples shall be collected. Cohesionless soils – Dynamic Penetration Tests. Cohesive Soils – (i) Static penetration Test-cone and skin resistance to be obtained. (ii) Field vane shear may be done. Laboratory Test (i) Classification Tests including particle size distribution. (ii) Shearing strength Triaxial tests to be done on undisturbed samples. Unconfined compression tests to be done on undisturbed and remoulded samples.	(i) Laboratory tests to be conducted according to the relevant parts of IS:2720. (ii) Undisturbed sampling cohesionless solids are a difficult and expensive process. In general, in such cases, in-situ tests may be adopted. (iii) Boring and sampling tends to cause remolding of sensitive clays. Disturbance and stress changes for fissured or layered clays may also make the sample not truly representative of the in-situ condition. In such cases use of in-situ tests may give results more representative of the actual soil characteristics.
Maximum anticipated scour level to the foundation level	(i) Soil classification (ii) Shearing strength characteristics (iii) Compressibility (iv) Permeability where dewatering is expected. (v) Moisture content, density, void ratio	Same as above	Same as above
Foundation level to about 1½ times of the width of foundation below it.	(i) Soil classification (ii) Shearing strength (iii) Compressibility	Same as above and consolidation test to be done on undisturbed samples.	Same as above

3.8.8. Determination of bearing capacity-

Based on the field test and laboratory test, the consultant shall suggest a tentative type of foundation to be adopted and calculate the bearing capacity of the soil at various founding level.

3.9. Detailed Design and Quantity/ Cost Estimate

Based on the collected information and results of the discussions mentioned above the consultants shall design the bridge as per the standard codes of practice, norms and guidelines. The design philosophy of limit-state method shall be adopted for the design of bridges. As far as possible, the consultants are advised to follow updated editions of relevant codes and special provisions of IRC, IS and Nepal Bridge standard 2067. However, other codes not mentioned in the list may also be followed if necessary. The list of all reference literature and materials shall be provided on the report.

The consultants shall produce detailed quantity estimate of the bridge and its accessories. They shall collect information on sources of materials and their lead distances and prepare rate schedules and cost estimates based on the standard norms of DOR and prevailing district rates.

List of some important standard code of practice

1) Publications of Department of Roads:

- Nepal Bridge Standard, 2067
- Nepal Road Standard, 2070

Other relevant publications of department of Roads, Nepal

2) Indian Road Congress publication

I. IRC SPECIFICATIONS, STANDARDS, DESIGN CODES		
1.	IRC:5-2015	Standard Specifications and Code of Practice for Road Bridges, Section I – General Features of Design (Eighth Revision)
2.	IRC:6-2017	Standard Specifications and Code of Practice for Road Bridges, Section-II Loads and Load Combinations (Seventh Revision)
3.	IRC:22-2015	Standard Specifications and Code of Practice for Road Bridges, Section VI – Composite Construction (Limit States Design) (Third Revision)
4.	IRC:24-2010	Standard Specifications and Code of Practice for Road Bridges, Steel Road Bridges (Limit State Method) Third Revision
5.	IRC:78-2014	Standard Specifications and Code of Practice for Road Bridges, Section VII- Foundations and Substructures (Revised Edition)
6.	IRC:83-20015 (Part-I)	Standard Specifications and Code of Practice for Road Bridges, Section IX Bearings, Part I: Roller & Rocker Bearings (Second Revision)
7.	IRC:83-2018 (Part II)	Standard Specifications and Code of Practice for Road Bridges, Section IX – Bearings (Elastomeric Bearings), Part II (Second Revision)

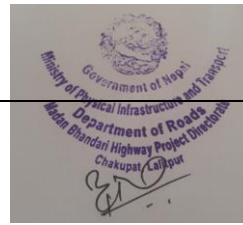
8.	IRC:83-2018 (Part III)	Standard Specifications and Code of Practice for Road Bridges, Section IX – Bearings, Part III: POT, PIN, Metallic Guide and Plane Sliding Bearings (First Revision)
9.	IRC:83-2014 (Part IV)	Standard Specifications and Code of Practice for Road Bridges, Section IX – Bearings (Spherical and Cylindrical)
10.	IRC:89-1997	Guidelines for Design and Construction of River Training & Control Works for Road Bridges (First Revision)
11.	IRC:112-2011	Code of Practice for Concrete Road Bridges
II. IRC SPECIAL PUBLICATIONS		
1.	IRC:SP:64-2016	Guidelines for the Analysis and Design of Cast-in-Place Voided Slab Superstructure (First Revision)
2.	IRC:SP:65-2018	Guidelines for Design and Construction of Segmental Bridges (First Revision)
3.	IRC:SP:66-2016	Guidelines for Design of Continuous Bridges (First Revision)
4.	IRC:SP:67-2005	Guidelines for Use of External and Unbonded Prestressing Tendons in Bridge Structures
5.	IRC:SP:71-2018	Guidelines for Design and Construction of Precast Pre-tensioned Girders for Bridges (First Revision)
6.	IRC:SP-105-2015	Explanatory Handbook to IRC:112-2011: Code Practice for Concrete Roads Bridges
7.	IRC:SP-109-2015	Guidelines for Design and Construction of Small Diameter Piles for Road Bridges
8.	IRC:SP:114-2018	Guidelines for Seismic Design of Road Bridges
9.	IRC:SP:115-2018	Guidelines for Design of Integral Bridges
10.	IRC:SP:116-2018	Guidelines for Design and Installation of Gabion Structures

ii. **Other Relevant publication of IRC and IS.**

3.9.1. Use of Standard Design(s)

Depending upon the site condition and other factors the consultants can use the Standard Design/Drawing of Superstructure for the part(s) of the bridge, which shall be made available by the DOR. This matter shall be discussed and finalized during the presentation or at a later stage convenient to both parties. If such Standard Design is used the consultants shall adjust the design of other parts of the bridge to incorporate the parameters of the Standard Design.

If it is decided to use any Standard Design, the payments shall be adjusted according to the Conditions of Contract and/or as mentioned in the BOQ.



3.9.2. Checklist of the report

The basic requirements of the design report are given in the checklist at the end of this TOR. Before submitting the report, the consultants should verify whether it complies with the checklist but the content of the report shall not be limited to the contents of the checklist.

3.10. SUBMISSION OF REPORTS AND PRESENTATION OF THE WORKS

In accordance with DOR's standard and procedures the consultant shall submit its reports as under:

3.10.1. Inception Report

This report shall contain bridge location with alternatives, bank conditions, general geology, general hydrology, location plan, social acceptability, tentative bridge type with length, span arrangement etc.

The consultant shall make a presentation to the audience of MBHPD/DOR and external experts invited by MBHPD/DOR; MBHPD/DOR may also ask the consultant to invite its key experts who will be involved in the field works and bridge design works. The cost of such presentation shall be borne by the consultants.

3.10.2. Field Report

This report shall contain bridge site plan showing alignment of bridge foundations and locations of bore holes. One copy of report shall be submitted and should be discussed with DOR. This should contain Index map as well as location map of the bridge with respect to complete road network of the district.

This report shall contain the design concepts and short descriptions relating to the proposed structure and its major components, e.g. superstructure, pier, foundations river training/ bank protection structures, approach road etc. It shall include tentative location of proposed foundations and arrangement of the bridge components along with comparison between the possible alternative types. DoR may also ask the consultant to invite its key experts who are involved in the field works and bridge design works.

Tentative outputs: -

- Bridge type and its configuration
- Number and category (Type I or Type II) of boreholes required

3.10.3. Preliminary Design Report

This Report will contain Detailed Hydrological/hydraulic analysis, detailed geotechnical analysis with preliminary design including technical and economic analysis for selecting the proposed type of foundation and its arrangement, substructure and superstructure.

The consultants shall make a presentation of the preliminary design report in specified format and discuss it with the Madan Bhandari Highway Project Directorate audience and external experts invited by DOR prior to the submission of the draft report or starting of detail design works and shall review the issues raised during the presentation while carrying out detail design work. The cost of such presentation shall be borne by the Consultants.

Tentative Output: - Economic Bridge type (including superstructure, sub-structure and foundation)

Particulars	Required information / number / range / value(s)
Volume I – Preliminary Design Report	1 copy
Volume II – Drawings	1 copy

3.10.4. Draft Report

This report shall in all respect be complete, containing all the required components of the design and drawing. This shall be presented in clear and lucid formats as per the general design guidance attached. The complete set of the report shall consist of:

- Volume I – Main Report.
- Volume II – Drawings.
- Volume III – Design Calculations.
- Volume IV – BOQ and Special Provisions to Standard Specifications, if any

Please refer to the **Checklist-2** provided with this TOR for number of copies and basic requirements of the reports. The report shall also include the drawings, quantity and cost estimate of any Standard Design that is used in the Design.

Madan Bhandari Highway Project Directorate shall ask the consultant to organize a discussion workshop after going through the draft report. Representatives of Madan Bhandari Highway Project Directorate, DOR shall put forward their suggestions and may also put critical queries to the consultant's team of experts; the consultant should respond to such queries and justify their rationale in the raised issues. The cost of such discussion workshop shall be borne by the consultant.

Particulars	Required information / number / range / value(s)
Volume I - Main report	Draft – 1 copy;
Volume II – Drawings	Draft – 1 copy;
Volume III – Design calculations	Draft – 1 copy;
Volume IV – Cost Estimate, BOQ and Special Provisions to Standard Specifications (if required)	Draft – 1 copy;

3.10.5. Final Report

Apart from the presentation, the DOR/MBHPD will verify the content of the report against the Terms of Reference. The DOR may also discuss upon the technical content of the report and may suggest some changes if found necessary. While preparing the Final Report the consultants shall consider such comments/suggestions and make corrections or amendments if necessary. **It does not, however, relieve the consultants of their responsibility over the technical content of the design.**

i. No. of Copies and volumes of Final Report

Particulars	Required information / number / range / value(s)
Volume I - Main report	Final – 2 hard copies, one electronic copy
Volume II – Drawings	Final – 2 hard copies, one electronic copy
Volume III – Design calculations	Final – 2 hard copies, one electronic copy
Volume IV – Cost Estimate, BOQ and Special Provisions to Standard Specifications (if required)	Final – 2 hard copies, one electronic copy

ii. Soft copy (electronic copy) of the design

Apart from the bound hard copies of the final report the consultants shall submit electronic copies of the final report in CD-ROM/ hard drive with hard plastic case as specified in the checklist.

Soft (electronic) copies of the report	1 copy in CD-ROM/hard drive with hard plastic case
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3.11. TIME SCHEDULE (for each package)

If not indicated otherwise in the contract documents the consultant shall complete the assigned works as per the following schedule:

- Inception Report within 2 (two) weeks started from the date of work order.
- Preliminary Design Report within 12 (twelve) weeks started from the date of signing of the Agreement
- Draft Report within 18 (eighteen) weeks started from the date of signing of the Agreement. DoR shall provide comments and suggestion within 4 (four) weeks after draft report submission.
- Final Report 4 (four) weeks after receiving DoR's Comments and suggestions on the draft report.

3.12. WORKING TEAM

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

SN	Personnel	Minimum academic qualification	Minimum years of general experience after minimum academic qualification
1	Team Leader (Bridge /Structural Engineer)	Master's in Structural Engineering	5 years
2	Geotechnical Engineer / Engineer Geologist / Geologist	Master's in Geotechnical Engineering / Engineering Geology / Geology	4 years
3	Hydrologist	Master's in Hydrology/Water Resources Engineering	2 years

4	Civil Engineer	Bachelor's degree in Civil Engineering	2 years
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3.13. PROFESSIONAL LIABILITY/ DEFECT LIABILITY

3.13.1. Responsibility for survey and design and engineering drawing

Submission of the final reports does not relieve the consultant from their responsibility to the design. They shall bear full responsibility for the following but not limited to them:

- Authenticity of all the field data including socio-economic, environmental, topographic, hydrological and geological information;
- Correctness of the design and all the calculations (except for the Standard Design, if used);
- Correctness of the drawings;
- Correctness of any other details related to construction

3.13.2. Assistance during construction phase

During the construction phase of the bridge, the consultants, upon written request from the DOR, shall visit the bridge site and provide necessary technical assistance. The consultants shall be paid for such visits (travel cost and daily allowances) as per the approved norms only if the issue of site visit arises due to the causes beyond the scope of detailed design works. However, if any changes in the design are required, the consultants shall furnish it free of cost as per the Condition of Condition of Contract.

3.13.3. Acceptance of responsibility

The Consultants shall submit signed Statement of Acceptance of Responsibility attached together with the final report.

Team leader shall sign every page of the Report. Geotechnical engineer shall sign every pages of geotechnical report. Similarly, Hydrologist and Structural Engineer shall sign and verify every page of the hydrological report and structural design report respectively.

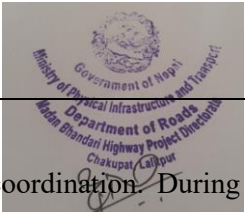
3.13.4. Performance audit

DoR may carry out performance audit of consultant's work of at least one bridge in each package by appointing third party individual, or a consulting firm. Consultant shall make available the design team during performance audit. The consultant shall be responsible and shall clarify the issues raised during performance audit.

The design issues such as uneconomical design, unsafe design etc. if proved during performance audit, the consultant shall be liable for any further actions suggested by the performance audit as per the prevalent laws of Nepal.

3.14. Coordination with Department of Road and Road Division/Project offices

The consultant shall perform all field works like soil investigation work in close coordination with the respective authorized personnel from Division Road/ Project offices. Madan Bhandari Highway Project



Directorate shall assist the consultant for such coordination. During the field visit, the consultant's authorized representative along with the key personnel associated with the work (geotechnical engineer for soil investigation, hydrologist for hydrological survey) must be present in the site/field works. If the respective key personnel are not present during his/her area of expertise, DoR shall have full authority to reject the work.

3.15. Presentation of consultant's report/work.

The consultant shall make a presentation of the report/activities to the DOR at following stages:

1. After Preliminary study report and before preparation of draft report.
2. After draft report.

Team Leader shall be present in each of the presentations and respective key personnel shall be present in presentations which includes his/her area of expertise. Madan Bhandari Highway Project Directorate may ask for more presentation if required. However, the maximum number of presentations shall be three throughout the contract period. The cost and meeting allowance of DoR personnel (maximum 10 personnel per presentation) in such presentation shall be borne by the Consultant.

Checklist-1 for Preliminary Design Report

This section serves as a guideline for checking the detailed engineering survey and design of bridges, received from the consultants.

General procedure for checking the design report:

Checklist for content of the package:

Particulars	Required information / number / range / value(s)
Volume I – Preliminary Design Report	– 1 copy;
Volume II – Drawings	– 1 copy

The Report shall include detail of

- Field works
- Detail engineering study and survey
- Hydrology
- Sub-soil investigation and Geotechnical Report

Content of Preliminary Design Calculations (Volume III) and the final selection of type of bridge, its length and span arrangement, substructure and foundation type, its arrangement is determined after desk study and field including subsoil exploration along with geotechnical analysis on the basis of the following parameters

- *Linear waterway;*
- *Type of river bed and banks*
- *Geo-technical stability;*
- *Constructability and;*
- *Cost effectiveness*

*The report should present a final recommendation on type of superstructure, foundation and substructure including **comparative technical and economical** evaluation of at least three possible alternatives on the basis of the above parameters. The type of bridge is discussed with the DOR before detailed design. The report should include the gist of discussion and conclusion.*



Checklist-2 for detailed survey and Design of bridges

This section serves as a guideline for checking the detailed engineering survey and design of bridges, received from the consultants.

General procedure for checking the design report:

Checklist for content of the package:

Particulars	Required information / number / range / value(s)
Volume I - Main report	Draft – 1 copy; Final – 2 copies
Volume II – Drawings	Draft – 1 copy; Final – 2 copies
Volume III – Design calculations	Draft – 1 copy; Final – 2 copies
Volume IV – BOQ and Special Provisions to Standard Specifications (if required)	Draft – 1 copy; Final – 2 copies
Soft (electronic) copies of the report	1 copy in CD-ROM/pen drive with hard plastic case

*One copy of each volume of final report shall be provided in colour print.
EXCEPT volume II- Drawings, all reports shall be printed both sides.*

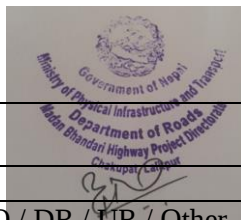
a) Content of Main Report (Volume I)

i. Statement of acceptance of responsibility

A signed acceptance of responsibility to the authenticity of field data and correctness of design shall be attached to each copy of the main report.

1.2 Salient features:

Particulars	Required information / number / range / value(s)
Name of the Project:	Job description as mentioned in the work-order
Location:	
Province	Name of the province
District	Name of the district
Municipality / Rural Municipality	Name of the municipality or rural municipality
Village/town	Name of the surrounding town/municipality or any pertinent landmark in the vicinity of the bridge.
Name of the Road:	Popular / formal name of the road (e.g. Prithvi Rajmarg) and road reference number from the SRN data (if applicable)
Origin and Destination of the Road	Origin and destination (e.g. Naubise – Pokhara)
Chainage of the Bridge Site	Chainage from the origin of the road
Geographical Location:	
Easting	East coordinate
Northing	North coordinate



Classification of the Road	NH / FRN / FRO / DR / UR / Other
Type of the road surface	BT / GR / ER / Track only
Terrain / Geology	General terrain (Hill, mountain or plain) and general geology
Information on structure:	
Total length of the bridge	Total length between edges of the end decks
Span arrangement	Number * effective lengths of spans
Total width of the bridge:	Total width between edges of the deck
Width of:	
Carriageway:	Clear width available to vehicles
Footpath(s):	Clear width available to pedestrians
Kerbs	Width at the bottom of the kerb
Type of superstructure:	Overall system (e.g. Three girder RCC T-beam & deck / <Type> Steel truss & RCC deck / Four Steel plate I-girders & RCC deck, Continuous, Integral, Rigid frame, Arch, Prestressed concrete etc.)
Type of bearings:	Type of bearings with their dimensions
Type of abutments:	Shape and material in the abutment (e.g. Rectangular RCC with cantilever return wall, or RCC isolated columns with stone pitched slope and wing walls, etc.)
Type of pier(s):	Shape and material (e.g. Rectangular solid / hollow RCC wall, or RCC Hammer-head with solid circular body, etc.)
Type and depth of foundations:	Type and depth from the maximum scour level. Separately for each, if type and depth of foundations for different units are varying
Sketches:	Sketches of the general arrangement of the bridge with gross dimensions (plan, elevation and cross section) in a reduced scale from the main drawings to be attached in A4 or A3 size sheet.
Design data:	
Live load:	Load classes considered
Net bearing capacity of soil:	Net bearing capacity applied in design
Catchment area:	
Design discharge:	
Linear waterway:	
Scour depth:	
Grade of approach roads:	
Summary of quantities of materials:	
Grade and quantity of concrete:	
In superstructure:	Grade and total quantity including girders, deck, parapet, kerb, footpath, railings and approach slab

In substructure:	Grade and total quantity including pier/abutment cap, stoppers, abutment return-walls, ballast wall, pier/abutment stem above pile/well cap and in case of open foundation above base-plate.
In foundation:	Grade and total quantities of pile/well cap, well steining and curb, piles, foundation base-plate and other accessories.
Grade and quantity of structural steel:	
In superstructure:	Steel grade and quantities of truss members, gusset plates and nut-bolts, plate girders including accessories,
In substructure:	Grade and quantity (if any) in abutment/piers
In foundation:	Grade and quantity in foundation (e.g. well-shoe, pile tips etc.)
Grade and quantity of reinforcing steel:	
In superstructure:	Grade and total quantity as in quantity of concrete
In substructure:	Grade and total quantity as in quantity of concrete
In foundation:	Grade and total quantity as in quantity of concrete
Quantities of other materials:	
Stone masonry:	Total quantity (e.g. in wing walls, foundation base, river protection works etc.)
Gabion works:	Total quantity (e.g. in wing walls, river training and riverbed protection works etc.)
Formworks:	Quantities in superstructure, substructure, foundation and others if any.
Timber:	Total quantity excluding formwork and staging.
Other:	
Summary of cost:	
Superstructure:	
Substructure:	
Foundation:	
Approach road:	
River training works:	
Total net cost of the bridge:	
Total gross cost of the bridge:	

1.3 Field works:

The following should be complied with at the proposed bridge site.

Centerline of the proposed bridge	Three R.C.C. posts (1:2:4) of 15cm x 15cm in section and 1m length each should be installed minimum 30m apart and projecting 15cm above the ground in the center line of the bridge.
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	Iron rods of not less than 15cm in length and 8mm in diameter fixed in center and flushing top surface of each post shall form the centerline of the bridge. All posts shall be installed beyond the zone of inundation and there should be at least one post on each bank of the river.
Bench Marks	Similar posts (at least one post in each bank) should be fixed in the right of way and beyond the zone of inundation's as Bench Marks, whereon B.M. No. and elevation must be written in fast colour paint on two opposite faces of the post. If permanent structures are available, they can be used for B.M. in lieu of the posts. All central line and Bench Mark posts should be connected with sufficient permanent reference points.
Bore/drill logs	Bore/drill logs should be certified by the geo-technical engineer of the consultant.

1.4 Detailed Engineering Study and Survey:

Geology and topography	General description of geologic and topographic parameters as per section 3.2.2 and 3.2.4. of the TOR. Specific geo-technical and topographic parameters shall appear in the design calculations and drawings, respectively.
Hydrology	General description of hydrological aspects as per section 3.2.5 of the TOR. Detailed hydrological parameters shall appear in the design calculations and drawings. The main report should have information on: Catchment area characteristics Summary of rainfall data Stream / channel characteristics including: Type of river Flood characteristics HFL, LWL and afflux Depth of scour Summary of discharge calculation by various methods and determination of design discharge Determination of effective linear waterway, bridge span arrangements and freeboard. Summary of required river training works with their justification

Feasibility/selection of the bridge site	The report should review existing studies (if available) and field data to decide upon the technical feasibility of the bridge site. Bridge Site selection criteria shall incorporate geo-physical, topographic, hydrological, social, environmental and economic parameters. The bridge site is discussed with the DOR (Division office/Project Office/MBHPD) representatives. The report should present a gist of the discussion and conclusion.
Selection of bridge type, length and span arrangement	The type of bridge, its length and span arrangement are determined after desk study and field works except detailed subsoil exploration on the basis of the following parameters: Design discharge General and maximum scour depth Linear waterway to be provided Anticipated soil condition Selected bridge site River training and approach road Construction/maintenance cost Availability of material and labour <i>The report should present a <u>general</u> comparative evaluation of different types of bridges on the basis of the above parameters for identifying number of bore log required. Location of bore logs is discussed with the DOR before proceeding to soil investigation and detailed design. The report should include the gist of discussion and conclusion.</i> After completion of subsoil exploration final recommendation of the foundation type and superstructure shall be carried out based on <i>the linear waterway and Scour depth; the type of river bed and banks Geo-technical stability; Constructability; Cost effectiveness Comprising at least three possible alternatives.</i>
Environmental study	The report should review the project as per the Environmental Protection Act, Environment Protection Rules and DOR environmental policies including Environmental and Social Management Framework (ESMF), modified by GESU/DOR for bridges .

Seismological study	The report should review the information and past seismic records of the project area as per section 3.2.6 of the TOR.
Sub-surface exploration	The subsurface exploration shall proceed after conceptual design of the bridge and axis conforming to the requirement as per section 3.3 of the TOR. The main report should include the following: General description of the subsoil strata Bore logs Sectional elevation of the subsoil strata showing locations of bore-holes and proposed foundations <u>Net bearing capacity, selection of foundation and its depth on the basis of the above parameters.</u> Detailed analysis of subsoil strata and test results shall appear in Design Calculations and Appendix-1

1.5 Design of bridge

Design parameters and concepts	The detailed design of the different parts shall appear in Design Calculations. The main report should include the following: Design parameters: Discharge, HFL, LBL, free board, scour depth, waterway, and loads considered. Design concepts of superstructure, sub structure and foundation. Determination of design standards; methods adopted and codes followed. Requirement of river training and bed protection works concepts of design of such structures.
Summary of design	<i>Summary of design should include the followings:</i> <i>Type and length of spans,</i> <i>Effective cross section, design forces and reinforcement of slab, main girders, cross girder; lucid diagrams of such design forces and stresses shall be included;</i> <i>Type, sections and reinforcement of elements of substructures;</i> <i>Type and details of bearings;</i> <i>Type, depth, sections, reinforcement of foundation body and footings,</i> <i>Dimension and reinforcement of approach slab.</i> <i>Design parameters of approach road: width, surface type, maximum and average gradient, minimum radius of curves</i>



1.6 Cost estimates

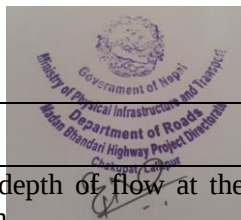
Summary of cost	Total cost including cost of bridge, approach roads, river training works, other accessories Net cost per running meter of bridge only Total cost per running meter Abstract of quantity and cost
Rate analysis	The rate analysis should be done following the current norms on the basis of comparative cost of materials such as boulders, stone aggregates, sand, river / quarry gravel collected at sources and direct market price. The report should include: A short description of material sources Lead distances from sources and market Comparison of cost of material collected at sources and purchased at market. Labour rate Summary of unit rates Detailed rate analysis and a copy of certified district rates should be submitted in Appendix – 2 and 3 respectively.

Content of Drawings (Volume II)



General	Size: All the working drawings are presented in size A3 sheets, bound properly.
Format of cover page	The cover page should show the following: Name and address of client, Contract number, work description, volume Consultant's name and address Month and year of completion
Format of other pages	All other pages should show the followings at the bottom of the sheet (bottom box): Name of the client; Work description Drawing title <i>Columns providing signature, name and Nepal engineering Council registration number of major experts involved in service ie of Bridge Engineer, Geotechnical Engineer and Hydrologist.</i> Designation & signature columns for consultant: designed by, checked by, Approved by Consultant's name and address Scale of the drawing Drawing no./sheet no. The size of letters anywhere in all sheets shall not be less than 2 mm. <i>All other pages should contain one column box just above bottom box at right bottom of the sheet and should be left blank with title mentioning "FOR OFFICE USE ONLY"</i>

Content of the drawings (Volume II)	1. Contents General notes - list of concrete grades used with respect to the components/locations - concrete covers with respect to the components/locations - reinforcement design properties - bar mark designation system - summary of design calculation in concise form Index map Map of country (length 8 to 10 inches) with location highlighted, location plan showing road network, river system and names of places. Topographical map Plan of bridge site (scale not exceeding 1:1000) covering a minimum distance of 500 m u/s, 200 m d/s, 200 m from the river banks on either side of the river at proposed bridge site showing: - contour intervals of 1m & 0.25 m for plain and hilly area respectively - Flood lines on either side of the river in the entire area surveyed. - Lines with spot levels along which the bed slope of the river is taken - Both banks of the river - Locations of bore-holes and bench marks - Plan of the bridge - Bridge axis reference index - Govt/public establishments. - Traverse lines, benchmarks reference lines and/or points with respect to which the present topo map is prepared - The angle and direction of skew, if the bridge is proposed to be aligned skew - The names of the nearest identifiable-village/towns etc in either ends of the bridge - Other information pertinent to design, construction and/or maintenance of the bridge. Catchment area map in suitable scale - Catchment area of the river up to bridge site - Length of the river from origin up to bridge site - Slope of the river from the critical point (origin) of the river up to bridge site and general slope of the catchment in both sides of the river. - Maximum discharge calculated by established formulas with different return periods - Maximum discharge during highest flood, at each cross section. (By x section area & slope method). The peak discharges as observed over a period of 100 years (for important bridges) or 50 yrs. (ordinary bridges) as the use may be an average of peaks is taken
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- Velocity and depth of flow at the time of survey at the bridge location
- Shifting of the river in the past at proposed bridge site and in vicinity of it.
- Other information required for river control, design, construction and/or maintenance of the bridge.

L-section of river & C/S of river

General arrangement

- Plan, Elevation and Side elevation
- Bore logs presented on Elevation

Structural Drawings with bar bending schedules included in the respective sheets

- Main girder(s) details
- Cross girders details
- Deck slab details
- Abutment and approach slab details
- Pier details
- Foundation details
- Details on bearings, railings, drainage systems, expansion joints etc.

The Grade of Concrete and Reinforcement for each component of the structure.

Plan, profile and cross sections of the approach roads on both sides of the bridge

Details of river training works

Miscellaneous

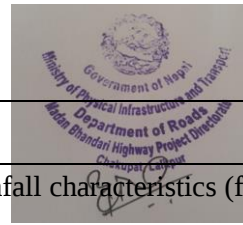
Content of Design Calculations (Volume III)



Detailed analysis and design calculation of following elements should be provided.

The design calculations should mention the governing design code or guideline wherever they are applied.

Salient Features of the Design	<i>Salient features of the design shall be presented in tabular form and shall consist of</i> - <i>Design parameters: Discharge, HFL, LBL, free board, scour depth, waterway, and loads considered.</i> - <i>Summary of geotechnical investigation and recommendation.</i> - <i>Type and length of spans,</i> - <i>Effective cross section, design forces and reinforcement of slab, main girders, cross girder or the component of superstructure along with the code requirements, the design forces and stresses shall also be shown in lucid diagrams</i> - <i>Type, sections, load, stress of the major component and reinforcement of elements of substructures;</i> - <i>Type and general details of bearings;</i> - <i>Type, depth, sections, reinforcement of foundation body and footings,</i> - <i>Design parameters of approach road: width, surface type, maximum and average gradient, minimum radius of curves</i> - <i>River training and bed protection works summary</i>
Hydrology	
Hydrological data	1. Catchment area characteristics: - The catchment area size, shape (classified as fan, pear, long or narrow), slopes (Longitudinal and Cross-sectional). - Surface characteristics (whether sandy, clayey etc. including percolation and interception characteristics. - Whether land is under afforestation, deforestation or is dotted with urban areas, cultivated areas or storage areas, e.g. lakes, swamps, tanks, reservoirs etc. shall be determined. 2. Rainfall Data: - Maximum in 24 hours. - Maximum in any one hours. - Rainfall distribution in the catchment area. - Duration and frequency of the rain. - Rain gauge data of the storms along with the corresponding stream gauss data (data for unit hydrograph).



	- Average annual rainfall characteristics (from relevant meteorological records). - Probability plotting (a graph plotted between the flood magnitude against its return period). Stream / channel characteristics 1. Type of river - Seasonal or Perennial. - Meandering or Straight. - Other classification, e.g. boulderly, flashy, well defined, tidy etc. - Length, slope, cross-sections of the river. 2. Water Level - Highest flood in living memory and other major floods before start of investigation. - Highest flood level and year of its occurrence, showing the areas flooded. - Records of flood gauging stations. - Lowest Water Level (LWL). - Afflux, if observed. - Observed maximum depth of scour and scour level, indicating what obstruction if any, and other special causes, which can be responsible for the scour at site. - Sediment Data, indicating bed material particle size, aggradation (degradation of bed, bank erosion (reference to flood stage) etc. - Erodibility of riverbanks and river bed. - Scour Data (as observed, particularly downstream of any obstructions to the flood flow).
Analysis of hydrological data and determination of associated elements	• Discharge calculation by various methods including WECS method, comparison of discharges, determination of design discharge expected to pass under the bridge and justification for adapting the design discharge, natural stream velocity and flood velocity. • Maximum mean or maximum velocity of flood flow. • Effective linear waterway required under the bridge (after allowing for average thickness of each pier and its foundation, between High Flood Level and Normal Scour Level, ignoring the earth fills in front of the abutment). • High Flood Level, Afflux and Water Level. • Freeboard required between the affluxed High Flood Level and soffit of deck from the considerations of unobstructed flow of floating debris with the flood discharge. • Normal and Design (maximum) scour levels at piers and abutments (Consider higher watermarks in the area and at and near the site).

	• Minimum founding levels at piers and abutments from consideration of maximum scour etc. • <i>Detail Hydraulic analysis for River Training Structures</i>
Sub-soil investigation.	
Investigation data	• Bore-log of each bore-hole showing: Depth gauge, soil description of encountered layers with depth marks, sample collection points, depth and types of tests performed, Ground water table, number of blows for SPT/CPT, N-values • <i>Each bore-hole log shall be properly certified and signed by the geotechnical engineer of the consultant.</i> • Certificate of sub-soil investigation from respective Division / project office indicating depth of each bore-hole and <i>confirming that soil-samples of each strata in each borehole are deposited in core boxes for the record.</i> • Laboratory test result of the samples as specified in the TOR. • <i>Systematic photographs of the core boxes. The core boxes containing the sample soil shall be kept at DoR when asked.</i>
Analysis of sub-soil data	• Determination of bearing capacity and other parameters at different depths required for different types of foundations, determination of design bearing capacity. • <i>Comparison and determination of type(s) of foundation for abutments and piers.</i> • Summary of subsoil characteristics and types of foundations. • <i>Analysis mentioning any precaution or any special construction method required for the construction of proposed foundation, Possibility of artesian and requirement of dewatering arrangement shall be included in analysis report of subsoil data.</i> • <i>Determination of weighted mean diameter of river bed material for calculation of scour depth.</i>
Design of bridge elements	On the basis of the topographic survey, hydrological, sub-soil and seismological analysis the report should present detailed design of the following parts of the bridge: • Design of superstructure and its parts: deck, main and cross girders, bearings, railing posts, bracings, stiffeners, joints etc. as applicable. • Design of substructure: pier/abutment cap, substructure body • Design of foundation and its part: foundation base, well/pile cap, well steining, pile grouping, individual pile body, pile head, cutting edge, top/bottom plug as applicable. • <i>Design of river training works</i> • Design of approach roads



All the contents of the drawing and summary of reports shall be signed by the respective expert involved, in the format mentioned below: -

Name of Personnel	Designation	Signature	Professional council number

Soft (electronic) copies of the part of the report

One copy of the report in electronic files should be submitted in CD-ROM/hard drive with hard plastic case, which shall include the following:

- Text of main report (in MS Word format)
- Rate analysis and cost estimates (in MS Excel format)
- All the drawings in format compatible to AutoCAD.

Appendices

The following should be submitted as appendices to the main report:

- Laboratory test results of subsoil strata as specified in the TOR
- Detailed rate analysis
- Certified district rates
- Professional liability declaration by each expert.



PART II

Section 8. Conditions of Contract and Contract Forms

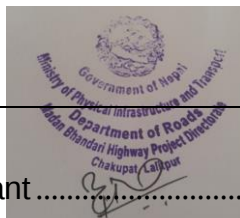


Consultant's Services

FORM OF CONTRACT

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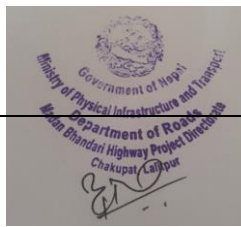
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CONTRACT FOR CONSULTANT'S SERVICES

Project Name: Detailed Engineering Survey, Soil Investigation, Hydrological Study and Detailed Design of Three Bridges along Madan Bhandari Highway (NH09), Ilam.

Contract No. MBHPD/337011084/080/81-CS-03

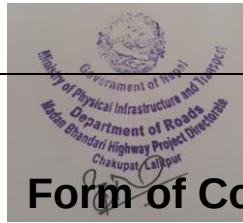
between

**Madan Bhandari Highway Project Directorate
Office Address: Chakupat, Lalitpur**

and

[Name of the Consultant]

Dated: _____



I. Form of Contract

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Minutes of Negotiation Meetings
 - Appendix D: Priced Bill of Quantities

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E and Appendix F.

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:



- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[Note: *If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner].*

For and on behalf of each of the members of the Consultant

[Name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]



II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Guidelines” means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project.
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
 - (c) “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/grant/project] agreement with the Development Partner.
 - (d) “Client” means *[procuring entity/the implementing/ executing]* agency that signs the Contract for the Services with the Selected Consultant.
 - (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (g) “Day” means a working day unless indicated otherwise.
 - (h) “Development Partner (DP)” means the country/institution funding the project **as specified in the SCC**.
 - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) “Experts” means, collectively, Key Experts, Non-Key Experts or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
 - (l) “GCC” means these General Conditions of Contract.



- (m) “Government” means the government of Nepal (GoN).
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of Nepal (NPR).
- (q) Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

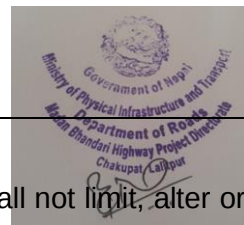
2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.

4. Language

4.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.



- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall



confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SCC** or such other time period as the Parties may agree in writing.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.



b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

17.6. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

d. Extension of Time (EoT)

17.8. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.10. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within 7 days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:

- (a) the consultant had made the best possible efforts to complete the work in due time,



- (b) the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
- (c) the delay was as a result of Force Majeure or not.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

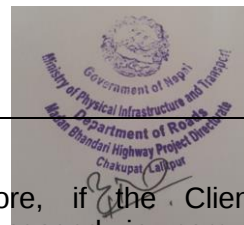
19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); and at least sixty (60) calendar days' written notice in case of the event referred to in (e):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.



19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

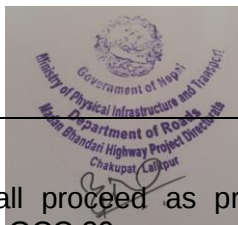
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client,



the Consultant shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

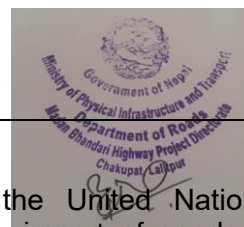
20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the



Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 45) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

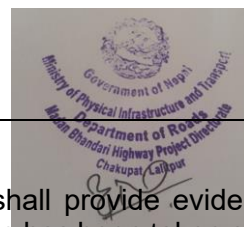
c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
- b. after the termination of this Contract, such other activities as may be specified in the SCC



- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.
- 22. Conduct of Consultants**
- 22.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.
- 22.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :
- (i) give or propose improper inducement directly or indirectly,
 - (ii) distortion or misrepresentation of facts
 - (iii) engaging or being involved in corrupt or fraudulent practice
 - (iv) Interference in participation of other prospective consultants.
 - (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
 - (vi) 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.
 - (vii) 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 then notification of award of contract
- 23. Confidentiality**
- 23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.
- 24. Liability of the Consultant**
- 24.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 25. Insurance to be Taken out by the Consultant**
- 25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the



Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.

26. Accounting, Inspection and Auditing

26.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

26.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC26.2 constitute a prohibited practice subject to contract termination.

27. Reporting Obligations

27.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

28. Proprietary Rights of the Client in Reports and Records

28.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**29. Equipment, Vehicles and Materials**

29.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**30. Description of Key Experts**

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

31. Replacement of Key Experts

31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.



32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

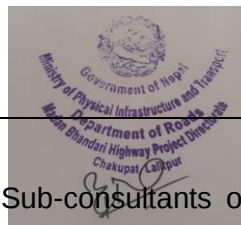
33. Assistance and Exemptions

33.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

34. Access to Project Site

34.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of



the Consultant or any Sub-consultants or the Experts of either of them.

35. Change in the Applicable Law Related to Taxes and Duties

35.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 39.1.

36. Services, Facilities and Property of the Client

36.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

37. Counterpart Personnel

37.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

37.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 39.2

37.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

38. Payment Obligation

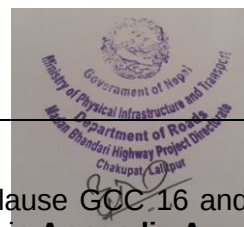
38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

39. Contract Price

39.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of



Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

40. Taxes and Duties

40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

41. Currency of Payment

41.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.

42. Mode of Billing and Payment

42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.

42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

42.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

42.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any



necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

42.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

43. Retention

43.1. The Client shall retain from each payment due to the Consultant the proportion **stated in the SCC** until Completion of the whole of the Works.

43.2. One half the total amounts retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 42.2.3 and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

44. Interest on Delayed Payments

44.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

45. Liquidated Damages

45.1. The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

G. FAIRNESS AND GOOD FAITH

46. Good Faith

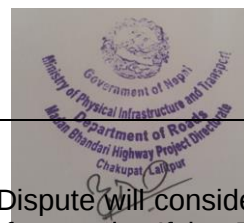
46.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

47. Amicable Settlement

47.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

47.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party



receiving the Notice of Dispute will consider it and respond in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within fifteen (15) days following the response of that Party, Clause GCC 48.1 shall apply.

48. Dispute Resolution

48.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

I. BLACKLISTING

49. Blacklisting

49.1 Without prejudice to any other right of the Client under this Contract, 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 consultant committed acts pursuant to GCC 22..2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,
- c) if it is proved later that the Consultant 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 assignment.
- 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) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

49.2 A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Donor Agency in case of donor funded project, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned donor agency.



III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	The addresses are: Client: Madan Bhandari Highway Project Directorate Attention: Project Director Facsimile: E-mail (where permitted): mabhpd@gmail.com Consultant: _____ _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____
8.1	<i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is
9.1	The Authorized Representatives are: For the Client: Bel Bahadur Bhujel, Project Director For the Consultant: [name, title] _____
12.1	Termination of Contract for Failure to Become Effective: The time period shall be: 4 Months.
13.1	Commencement of Services: The number of days shall be 7 (Seven). Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert in the format stated in annex
14.1	Expiration of Contract: The time period shall be For Draft Report within 18 (Eighteen) weeks started from the date of signing of the Agreement. MBHPD shall provide comments and suggestion within 4 weeks after draft report submission. Final Report within 4 weeks after receiving MBHPD's Comments and Suggestions on the draft report.



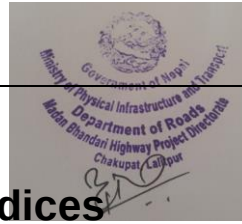
21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
24.1	“Limitation of the Consultant’s Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher; (b) This limitation of liability shall not (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client’s country.
25.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of 100% of the total amount of the contract.
28.1	
28.2	The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
33.1 (a) through (f)	
33.1(g)	
39.1	The Contract price is: As per memorandum of Agreement



	VAT chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client to the Consultant.				
42.2	The payment schedule: - Payment up to 15% of the amount of Priced BoQ (except the cost of PLI) shall be done after submission and acceptance of Inception Report. - Payment up to 35% of the amount of Priced BoQ (except the cost of PLI) shall be done after submission of Preliminary Report. - Payment up to 70% of the amount of Priced BoQ (except the cost of PLI) shall be done after submission of Draft Report. - Payment up to 100% of the amount of Priced BoQ (except the cost of PLI) shall be done after submission and acceptance of Final Report by DoR and returning all the documents, maps and reports, if borrowed from the DoR. Note: - In case of Payment of Professional Liability Insurance (PLI), Payment of 50% of the amount shall be done after submission and acceptance of PLI and remaining 50% of the amount shall be done after completion of whole works as mentioned in the contract document. - For bridge(s) found to be unfeasible or service not required due to some reasons like; already constructed, undergoing construction near the proposed bridge location, planned for construction by other agency, no access road to bridge site etc., further study shall not be carried out and 5% of the quoted amount per bridge (BoQ item no. 1.1) for detailed engineering survey and detailed design shall be paid to the consultant. - If the Consultant uses any Standard Superstructure Design provided by the DOR then the payment shall be adjusted by deducting the following amounts: <table border="1"> <tr> <td>Minor bridge</td><td>Rs. 60,000/- per bridge (excl. VAT)</td></tr> <tr> <td>Major bridge</td><td>Rs. 86,000/- per bridge (excl. VAT)</td></tr> </table> - If the Consultant uses any Standard Bridge Design provided by the DOR then the payment shall be adjusted by deducting Rs. 1,80,000/- per bridge (excl. VAT)	Minor bridge	Rs. 60,000/- per bridge (excl. VAT)	Major bridge	Rs. 86,000/- per bridge (excl. VAT)
Minor bridge	Rs. 60,000/- per bridge (excl. VAT)				
Major bridge	Rs. 86,000/- per bridge (excl. VAT)				
42.2.1	NOT APPLICABLE				
42.2.4	The accounts are: for foreign currency: <i>Not applicable</i> for local currency: <i>Not applicable</i>				



43.1	The proportion of payments retained is: <i>Not applicable</i>
44.1	The interest rate is: <i>Not applicable</i>
45.1	The liquidated damage is: 0.05%per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.
48.	Not applicable



IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Appendix B: Key Experts

[Note: This Appendix shall include the Key Experts proposed by the Consultant in the RFP and approved by the Client.]

Appendix C: Minutes of Negotiation Meeting

[Note: This Appendix shall include the decisions made by the Client and the Consultant during the negotiations.]

Appendix D: Priced Bill of Quantities

[Note: This Appendix shall include the priced BoQ submitted by consultant during the submission of RFP]



Government of Nepal
Ministry of Physical Infrastructure & Transport
Department of Roads
Madan Bhandari Highway Project Directorate
Chakupat, Lalitpur

BILL OF QUANTITIES

Contract Identification No : MBHPD/337011084/080/81-CS-3

F/Y : 080/81

B.H.No. : 337011084

Name of the Consulting Service : Detailed Engineering Survey, Soil Investigation, Hydrological Study and Detailed Design of the Bridges along Madan Bhandari Highway (NH09), Ilam

Date of Submission of Draft Report (DPR) : As per ToR

Date of Submission of Final Report (DPR) : As per ToR

S. N.	Description of works	Unit	Quantity	District	Region / Terrian	Rate in Figures (NRs.)	Rate in Words (NRs.)	Amount (NRs.)	Remarks
A	General								
1	Providing Professional Liability Insurance as per RFP Documents.	LS	1						
B	Detail Engineering Survey, Soil Investigation, Hydrological Study and Detailed Design of the Bridges at:								
1	Chepe Khola	Nos	1	Ilam	Province 1 / Hilly				
2	Rate Khola	Nos	1	Ilam	Province 1 / Hilly				
3	Lal Khola	Nos	1	Ilam	Province 1 / Hilly				
C	Detail Soil Investigation (Drilling of bore hole and Laboratory Test)								
1	Drilling of 6 nos of Boreholes to 0 to 20 m in clayey,sandy soils,& gravel mixed soils (Type_1) and Laboratory Tests.	RM	120.00						
Gross Total (A)								-	
VAT (B) = 13%*(A)								-	
GRAND TOTAL (C) = (A)+(B)								-	

Authorized Representative of Firm:

Name:

Signature:

Official Seal:

Date: