



Ruby Valley Rural Municipality  
Office of the Rural Municipal Executive  
Sertung, Dhading  
Bagmati Province, Nepal

## REQUEST FOR PROPOSALS(RFP)

Selection of Consulting Services for:

Preparation of Detailed Project Report (DPR) of Bridges for Ruby Valley  
Rural Municipality

Project:- Preparation of Detailed Project Report of Bridges for Ruby Valley  
Rural Municipality.

Location :- **Ruby Valley Rural Municipality**

Office Name: - **Ruby Valley Rural Municipality**

Office Address:- **Sertung, Dhading**

**RFP No: QCBS/RVB-01/2077/78**

Financing Agency:- Ruby Valley Rural Municipality,Office Of the Rural  
Municipal Executive, Sertung, Dhading

Issued on:- **2020**



---

## TABLE OF CONTENTS

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 – Terms of References

Section 6 – Conditions of Contract and Contract Forms



# TABLE OF CLAUSES

## PART I

Section 1. Letter of Invitation

Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
4. Unfair Competitive Advantage
5. Corrupt and Fraudulent Practices
6. Eligibility

### B. Preparation of Proposals

7. General Considerations
8. Cost of Preparation of Proposal
9. Language
10. Documents Comprising the Proposal
11. Only One Proposal
12. Proposal Validity
13. Clarification and Amendment of RFP
14. Preparation of Proposals – Specific Considerations
15. Technical Proposal Format and Content
16. Financial Proposal

### C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals
18. Confidentiality
19. Opening of Technical Proposals
20. Proposals Evaluation
21. Evaluation of Technical Proposals
22. Financial Proposals for QBS
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)
24. Correction of Errors
25. Taxes
26. Conversion to Single Currency



---

27. Combined Quality and Cost Evaluation

28. Negotiations

29. Conclusion of Negotiations

30. Award of Contract

D. Negotiations and Award

E. Data Sheet

Section 3. Technical Proposal – Standard Forms

Form TECH-1

Form TECH-2

Form TECH-3

Form TECH-4

Form TECH-5

Form TECH-6

Form TECH-7

Section 4. Financial Proposal - Standard Forms

Section 5. Eligible Countries

Section 6. Corrupt and Fraudulent Practices

Section 7. Terms of Reference

## PART II

Section 8. Conditions of Contract and Contract Forms

Preface

I. Form of Contract

II. General Conditions of Contract

III. Special Conditions of Contract

IV. Appendices



---

## PART I

### Section 1. Letter of Invitation





Ruby Valley Rural Municipality  
Office of the Rural Municipal Executive  
Sertung, Dhading  
Bagmati Province

Ref. No: 2077/078

(2077/09/14)

Subject: Request for Proposal for EOI No: RVB-01/2076-077

Dear Mr./Ms.:

1. Ruby Valley Rural Municipality, Office Of the Rural Municipal Executive, Sertung, Dhading has allocated fund towards the cost of Preparation of Detailed Project Report (DPR) of Bridges for Ruby Valley Rural Municipality 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"): Preparation of Detailed Project Report (DPR) of Bridges for Ruby Valley Rural Municipality. More details on the Services are provided in the Terms of Reference (Section 7) and Appendix (A).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:  
M/S BDA-ARTISTA-FINER JV, Kathmandu  
M/S APEDS-NPES-PECC JV, Kathmandu  
M/S NKA-MT JV, Kathmandu  
M/S GEC -CLAY- Three E's JV, Kathmandu  
M/S Shrestha-Civil Link-Canvas Engineering, Lalitpur
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 System (QCBS) and procedures described in this RFP.
6. The RFP includes the following documents:  
Section 1 - Letter of Invitation  
Section 2 - Instructions/Information to Consultants and Data Sheet  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference  
Section 6 - Standard Forms of Contract
7. Please inform us by, in writing at Ruby Valley Rural Municipality, Office of the Rural Municipal Executive, Sertung, Dhading or by Email:
  - (a) that you received the letter of invitation; and
  - (b) whether you will submit a proposal alone or in association with other firm(s)

Chief Administrative Officer



## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

<b>1. Definitions</b>	<p>(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.</p> <p>(b). “Applicable Guidelines” means the policies of the DeveloARment 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.</p> <p>(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 DeveloARment Partner.</p> <p>(d). “Client” means the [<i>procuring entity</i>/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>(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.</p> <p>(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).</p> <p>(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.</p> <p>(h). “Day” means a calendar day.</p> <p>(i). ”DeveloARment Partner (DP)” means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). “Government” means the <b>government of the Nepal</b>.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(o). “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by</p>
-----------------------	---



	<p>the Client to the shortlisted Consultants.</p> <p>(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.</p> <p>(q). “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). “RFP” means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). “SRFP” means the Standard Request for Proposals issued by PARMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(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.</p> <p>(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.</p>
<p><b>2. Introduction</b></p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p><b>3. Conflict of Interest</b></p>	<p>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.</p> <p>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.</p> <p>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</p>





	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



	<p>partners in JV shall be Specified in Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<p>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.</p>
b. Prohibitions	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(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.</p> <p>c) If the 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 shall not be eligible to participate in procurement process till the concerned Court has not issued the decision of clearance against the Corruption Charges.</p>
c. Restrictions for public employees	<p>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).</p>
<p><b>B. Preparation of Proposals</b></p>	
7. General Considerations	<p>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.</p>
8. Cost of Preparation of Proposal	<p>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.</p>
9. Language	<p>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.</p>
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>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</p>



	and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
<b>11. Only One Proposal</b>	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.
<b>12. Proposal Validity</b>	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. <b>The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</b> 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.
<b>13. Clarification and Amendment of RFP</b>	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



	<p>(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:</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p><b>14. Preparation of Proposals – Specific Considerations</b></p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p><b>15. Technical Proposal Format and Content</b></p>	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a</p>



	technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.
<b>16. Financial Proposal</b>	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.
<b>C. Submission, Opening and Evaluation</b>	
<b>17. Submission, Sealing, and Marking of Proposals</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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]."</p> <p>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</p>



	<p>number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>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]”.</p> <p>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.</p> <p>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.</p>
<p><b>18. Confidentiality</b></p>	<p>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.</p> <p>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 PARMO’s blacklisting procedures.</p> <p>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.</p>
<p><b>19. Opening of Technical Proposals</b></p>	<p>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.</p> <p>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.</p>
<p><b>20. Proposals Evaluation</b></p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the</p>



	<p>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.</p> <p>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.</p> <p>20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant’s Technical or Financial Proposal.</p>
<p><b>21. Evaluation of Technical Proposals</b></p>	<p>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.</p> <p>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.</p> <p>21.3 If the 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 consultant’s proposal shall be excluded during the evaluation.</p>
<p><b>22. Financial Proposals for QBS</b></p>	<p>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.</p> <p>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.</p> <p>22.3 If the 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 consultant’s proposal shall be excluded during the evaluation.</p>
<p><b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b></p>	<p>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</p>



	<p>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.</p> <p>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.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none"> <li>(a) Name and address ,</li> <li>(b) Proposed service charge,</li> <li>(c) Discount offered, if any;</li> <li>(d) Description of the discrepancies, if any, between figure and words,</li> <li>(e) Whether the financial proposal is signed or not by authorized representative of consultant,</li> <li>(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,</li> <li>(g) Other necessary matters considered appropriate by the Public Entity</li> </ul> <p>23.3 If the 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 consultant's proposal shall be excluded during the evaluation.</p>
<p>24. Correction of Errors</p>	<p>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.</p>
<p>a. Time-Based Contracts</p>	<p>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</p>



	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.
<b>D. Negotiations and Award</b>	
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



	<p>Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>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.</p>
b. Technical negotiations	<p>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.</p>
c. Financial negotiations	<p>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.</p> <p>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.</p> <p>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.</p>
29. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative.</p> <p>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.</p>
30. Award of Contract	<p>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.</p> <p>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.</p> <p>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.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at</p>



	<p>the location specified in the Data Sheet.</p> <p>30.5 If the 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 consultant's proposal shall be excluded during the evaluation.</p>
<p><b>31. Request for Information/ Complaints</b></p>	<p>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.</p> <p>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 0.10 of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p><b>32. Conduct of</b></p>	<p>32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public</p>



<p>Consultants</p>	<p>Procurement Act and Regulations.</p> <p>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:</p> <ol style="list-style-type: none"> <li>a. give or propose improper inducement directly or indirectly,</li> <li>b. distortion or misrepresentation of facts</li> <li>c. engaging or being involved in corrupt or fraudulent practice</li> <li>d. interference in</li> <li>e. participation of other prospective bidders.</li> <li>f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,</li> <li>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.</li> <li>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</li> </ol>
<p><b>33. Blacklisting</b></p>	<p>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:</p> <ol style="list-style-type: none"> <li>a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,</li> <li>b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,</li> <li>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,</li> <li>d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.</li> <li>e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,</li> <li>f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.</li> </ol> <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PARMO) 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, PARMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>

## E. Data Sheet

1.1	Name of the Client: <b>Ruby Valley Rural Municipality, Office of the Rural Municipal Executive, Sertung, Dhading, Bagmati Province.</b>  Method of selection: Quality and Cost Based System (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: <b>Preparation of Detailed Project Report of Bridges for Ruby Valley Rural Municipality.</b> Description: Please Refer to Terms of Reference (TOR)
1.3	A pre-proposal conference will be held: <b>No</b> The name(s), address , and Contact Number of Client officials are : <b>Name: Ruby Valley Rural Municipality</b> <b>Sertung, Dhading</b>
1.4	The Client will provide the following inputs: : Grants : Regular Guidance and advice on implementation of the grant during monitoring visit and advise on proper utilization of grants.
1.5	The clauses on fraud and corruption in the Contract are: NA
2.1	Clarification may be requested 7 days before the submission date The Address for requesting clarification is : Ruby Valley Rural Municipality, Office of Rural Municipal Executives Sertung, Dhading
3.1	Proposals Should be submitted in the following languages : English
3.2	i) Shortlisted Consultant may not associate with other shortlisted consultants: ii) The estimated number of professional staff-month required for the assignment is : NA iii) Reports that are part of the assignment must be written in the following languages: English
3.3	Proposal must remain valid 90 days after the submission date
4.1	Consultant must submit 1 original and No additional copy of each proposal :



4.2	The Proposal submission address : Ruby Valley Rural Municipality , Sertung, Dhading.		
4.3	Proposals must be submitted no later than : On or before 12:00 noon of 30 <sup>th</sup> day from date of letter of invitation		
5.1	The address to send information to the client is: Same as in 1.3 of Data Sheet.		
5.2	The Number of Points to be given under each of the evaluation criteria		
	SN	Particulars	Minimum marks to be obtained
	A	Financial Capacity of Firm	3.5
	B	General Experience of Firm	3.5
	C	Specific Experience of Firm	12
	D	Methodology of Service Delivery	18
	E	Similar Geography Experience	12
	F	Technology Transfer	3.5
	G	Availability of Equipment	
	G.1	Surveying Equipments	2
	G.2	Soil Test Machine	2
	G.3	Four Wheel Vehicles availability	1
	H	Professional Key personnel's	18
	TOTAL		100
	The Consultant must pass under each criteria (A to H) to be eligible for proposal. Failing to pass under any criteria will result automatically rejection of proposal.		



A.	Financial Capacity of Firm		Maximum 5 marks	
	Average Annual Turnover of Best 3 years of last five fiscal years	Marks		
	< NRs. 45,00,000.00	1.0		
	NRs. 45,00,000.00 - 80,00,000	2.0		
	NRs. 80,00,000.00 - 1,00,00,000	3.5		
	if > NRs. 1,00,00,000.00	5		
Note: The above shall be supported by copies of both audit reports and tax clearance certificate certified by Notary Public.				
B.	General Experience of Firm		Maximum 5 Marks	
	Work Experience	Marks		
	Completion of Civil Engineering Related Service (Service cost more than 20 lakhs excluding VAT) during last seven years	0.5 Points for each such project		
C.	Specific Experience of Firm		Maximum 15 Marks	
	Work Experience	Marks		
	Completion of Detailed Engineering Survey and Detailed Design, Estimate of Bridges.	1 Points for each Bridge Detailed Design		
D.	Methodology of Service Transfer		Maximum 25 Marks	
	Particulars	Evaluation Remarks		Total Marks
	Comments and Suggestions in ToR and Services	No Significant	0	2
		General	1	
		Significant	2	
	Description and review any relevant document	No Significant	0	2
		General	1	
		Critical Review	2	
	If any of Key personnel has visited the site and has attached a Photograph, described the site and has attached a photograph	General Description	1	5
		General Description with site photograph	2	
Technical(Detailed) Description with site photograph		5		



describing the site			
Methodology to perform Detail works of bridge design	No significant	0	10
	General	5	
	Clear methodology with flow chart	10	
Work Schedule with Description	Not significant	0	3
	Fairly justifiable to methodology	2	
	Relevant to methodology	4	
Manning Schedule as per work schedule	Not significant	0	3
	Fairly justifiable to work schedule	2	
	Relevant to work schedule	4	
Total Marks			25

E. Similar Geographic Experience of Firm Maximum 15 Marks

Similar Geographic Experience	Marks
Completion of Detailed Engineering Survey and Detailed Design, Estimate of Bridges in Hilly Area	1 Point for each Bridge Detailed Design In hilly region, 1.5 marks for each bridge in mountain region.

F. Technology transfer Maximum 5 marks

Particulars	Evaluation Remarks		Total Marks
The idea of sharing knowhow of the works highlights on dissemination of knowledge and training proposed by the consultant	Not Significant	0	5
	General(Only standard method description)	2	
	Significant	5	





G.

Availability of Equipment

Maximum 5 marks

Particulars	Marking	Total Marks
Survey Equipments (one sets of Each Total station / theodolite, level machine, GPS,	0.5 for each total station 0.5 for each GPS	Maximum Marks is 2
Rotary drilling Machine with necessary accessories, Lab Equipment's (Direst shear test machine,	2 marks for each set soil test machine	Maximum Marks is 2
Vehicle (car, jeep or Others 4-Wheeler Vehicle)	1 marks for each	Maximum 1 marks

H.

Qualifications and competence of the key staff for the Assignment ( Mobilizing the Staffs of Consultant in the field) Maximum Marks 25

Professional Key Personnel	Max. Marks	Minimum Experience in specific work (Years)	Educational Qualification
Team Leader	5	10	M.Sc. /M.E. in Highway/Transporta tion Engineering
Highway/Bridge Engineer	4	7	M.Sc. /M.E. in Highway /Transportation Engineering.
Structural Engineer	4	5	M.Sc. /M.E. Structure Engineering
Environmentalist	3	5	M.Sc. in Environmental Engineering
Geologist	3	5	Master Degree in geology



	Geo-Technical Engineer	3	5	Master Degree in Geo-technical Engineering
	Civil Engineer	3	5	Bachelor in Civil Engg.
<p>Notes:</p> <ul style="list-style-type: none"> <li>• Provide bio-data of only the technical resource persons. The bio-data shall be signed in blue indelible ink by the respective personnel declaring the correctness of the information.</li> <li>• The firm/V shall have to submit the NEC registration certificate for engineer professionals where applicable, copies certificate certified by Notary Public</li> <li>• The firm/JV shall also have to submit the any certificate as evidence of his/her education (degree) as required above, copies certificate certified by Notary Public</li> </ul> <p>Total Points: 100 A successful firm or JV shall secure minimum 75 marks of the total points and must obtained Minimum Pass marks in individual criteria A to H</p>				
<b>B. Preparation of Proposals</b>				
5.3	<p>The formula for determining the Financial score is the following . (Either <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is Financial Score, <math>F_m</math> is the lowest price and <math>F</math> is the Price of the Proposal under consideration )</p> <p>The Weights given to the Technical and Financial Proposals are : Technical Part: 0.9 and Financial Part: 0.1</p>			
6.1	The address for negotiation is same as in 1.3 of data sheet			
7.1	The assignment is expected to commence on : tentatively			
	<p>Note:</p> <ul style="list-style-type: none"> <li>* The services for Govt of Nepal (GoN) organizations (Fully or Semi/Partially Owned ) shall only be evaluated as firm/jv experiences for the proposal</li> <li>* Any subletted Service for Govt of Nepal (GoN) organizations (Fully or Semi/partially</li> </ul>			



---

Owned) by a firm or JV from another private firm/jv shall not be evaluated as firm/JV experience for the Proposal.

\* CV of each key professional shall be submitted with signature of professional and authorised representative of the firm/JV. The scan signature caused to rejection of CV for proposal evaluation.

\* Proposed professional key personnel shall not be repeated by the same firm/JV and/or another firm/JV. In case of repetition of professional key personnel, the Unit shall ask via phone the person for physical presence within seven days to declare him/herself the firm/JV to whom he/she shall want to be associated. .

\* CV must have him/her e-mail address and mobile no. The firm/JV shall have to submit the NEC registration certificate for professionals.

\* The Firm/JV shall also have to submit the certificate as evidence of his/her education (degree) as required above.

\* Anything not mentioned above shall be as per the Public Procurement Act-2063 and public Procurement Regulation -2064.

\* Priority is given to those of municipal works. The above shall be supported by copies of work completion certificate certified by Notary public.



---

## Section 3. Technical Proposal – Standard Forms

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of curriculum vitae (GV) for proposed professional staff.

3G. Time schedule for professional personnel.

3H, Activity (work) schedule.

3I. Transfer of Technology



---

### 3A. TECHNICAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

---

To: [Name and address of Client]

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.

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): \_\_\_\_\_



### 3B. CONSULTANTS REFERENCE

1. List only previous similar assignments successfully completed in the last **1 (One) 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: \_\_\_\_\_

**3C.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}



---

### 3D. 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 TORs 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.}









### 3E TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N <sup>o</sup>	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
<b>KEY EXPERTS</b>															
<b>International</b>															
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. Xxyyy, USA, 20.04.1969}														
K-3															
<b>National</b>															
n															
											Subtotal				
<b>NON-KEY EXPERTS</b>															
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 ITC21.1.



---

2 Months are counted from the start of the assignment/mobilization. 3  
work means work carried out in the site.

“Home” means work in the office in the expert’s place of residence. “Field”

 Full time input  
 Part time input



3F. FORMAT OF CURRICULUM VITAE FOR PROPOSED PROFESSIONAL STAFF

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.*

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

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of expert]* Day/Month/Year

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of authorized representative of the firm]* Day/Month/Year

Full name of authorized representative: \_\_\_\_\_



---

### 3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

### 3H. ACTIVITY WORK SCHEDULE

### 3I. TRANSFER OF TECHNOLOGY

(Please Provide your commitment , method and plan/schedule of transfer of technology)



Section 4. Financial Proposal - Standard Forms

4A. Financial Proposal Submission Form

4B. Bill of Quantity





4A.  
FINANCIAL PROPOSAL SUBMISSION FORM

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

Dear Sirs:

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

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

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

We remain,

Yours sincerely,

Authorized Signature {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.}



4B. BoQ

**Ruby Valley Rural Municipality**  
**Office of the Municipal Executive**  
 Sertung, Dhading  
 Bagmati Province

Bill of Quantities (BoQ)

SN	Description	Unit	Quantity	Unit Rate		Amount	Remarks
				In figure	In word		
1.	Preparation of DPR of Bridges for Ruby Valley Rural Municipality	Nos	2				
	Total						
	VAT (13%)						
	Grand Total						

In words:

Amount in words :

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:



## 5. TERMS OF REFERENCE

### Terms of Reference (ToR)

For

## DETAILED ENGINEERING SURVEY, SOIL INVESTIGATION AND DETAILED DESIGN OF BRIDGE

### 1. INTRODUCTION :

The Ruby Valley Rural Municipality (hereinafter referred as "the Client"), 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 under DoLIDAR/DOR standard. The bridge is to be designed considering the parameters as follows:

- i) Carriageway width: 6 m
- ii) Footpath : 2 side
- iii) Width of footpath: 1 m
- iv) Moving Load Classes: IRC Class A

### 2. Objective:

Objective of this job is to design a safe, reliable and cost effective bridge using the appropriate modern technologies. The bridge is to be designed considering the availability of skilled manpower, construction material, condition of accessibility and other prevailing working conditions.

### 3. Scope of Work:

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

#### 3.1 Desk Study :

A desk study should be carried out, collecting all data, maps and information relevant to bridge design and reviewing for planning of further field survey and investigation works as well as detailed design.

#### 3.2 Detailed Engineering study and survey:

Detailed engineering study shall include the following:



- 3.2.1 Technical Feasibility Study :** It should include reviewing the available data, collecting, reviewing and analysis of field data to be used in the study and conducting analysis to decide upon the technical feasibility of the bridge site(s). A cost . comparison of different types of bridge shall be made and discussed with the DDC/DTO before proceeding to bridge site for soil investigation.
- 3.2.2 Geological and Geo-morphological Study:** In this study the following points related to the river, its catchment area and all the considered bridge sites should be studied in detail.
- (i) Topography
  - (ii) Nature and structure of the surface soil
  - (iii) Nature and structure of local as well as regional geology
  - (iv) Other information as needed.
- 3.2.3 Bridge Site Selection:** The most suitable site for the bridge based on the above characteristics of the site as well as the catchment area shall be selected. The selected site should be clearly indicated in the map and all the characteristic features of the chosen bridge site shall be given, in order to facilitate easy reference while designing the bridge.
- 3.2.4 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 river banks on either sides of the river at the proposed bridge site. The Topographic map should show the following:
- (i) Contours at 1m intervals in hilly area & at 0.25 m in plain area.
  - (ii) Flood lines on either sides of the river in the entire area surveyed.
  - (iii) Lines with spot levels along which the bed slope of the river is taken
  - (iv) Both banks of the river
  - (v) Lines along which cross section of the river is taken
  - (vi) Government and/or public establishments
  - (vii) Traverse lines, benchmarks reference lines and/or points with respect to which the present topographic map is prepared.
  - (viii) The angle and direction of skew, if the bridge is proposed to be aligned skew
  - (ix) The names of the nearest identifiable villages/towns etc. in either ends of the bridge.
  - (x) Other information pertinent to design, construction and/or maintenance of the bridge.
- 3.2.5 Hydrological Study:** For determination of all design data the consultant shall carry out a detailed hydrometrical survey and hydrological study of the river and bridge site, which shall include the following:



- i. Catchment area of the river up to bridge site
- ii. Length of the river from origin up to bridge site
- iii. Possibility of change of catchment
- iv. Nature, size and quantities of debris carried by river.
- v. Intensity, duration and distribution of rain in the catchment
- vi. Vegetation, cultivation etc. of the catchment.
- vii. Existence of reservoir's, Lakes etc. in the catchment
- viii. Existing bridge or other hydraulic structures across the river in the vicinity of the proposed bridge site with their details as much as possible.
- ix. 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.
- x. Cross sections covering 200m beyond flood lines of the river at proposed bridge site, at about 500m u/s and about 250m d/s wherein HFL, LWL,LBL, area of the cross section, wetted perimeter and geological profile with silt factor of each strata (at proposed bridge site only) shall be indicated. (Horizontal & vertical scale of the cross section shall be the same)
- xi. Bed slope of the river which must start from 100m up of the U/S cross section and end at 100 m. down of the downstream cross section.
- xii. Maximum discharge calculated by established formulas with different return periods.
- xiii. Maximum discharge during highest flood, at each cross section (By cross section area & slope method). The peak discharges as observed over a period of 100 years.
- xiv. Velocity and depth of flow at the time of survey.
- xv. Shifting of the river in the past at proposed bridge site and in vicinity of it.
- xvi. Other information required for river control, design, construction and maintenance of the bridge.

### 3.2.6 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 may be followed.

### 3.2.7 Consideration in Environmental protection :

The consultant shall predict damages to the Environment and attempt to mitigate or minimize the damages by choosing appropriate site, cross-section, type of structures etc. and suggest appropriate measures in the design for protection of surrounding Environment. The Department of Road environmental policies, Environmental Protection Act and Environmental Protections Rules should be followed.

## 3.3 Sub Surface Exploration

After the selection of the proposed bridge site with alternatives and preparation of topographic maps, the Consultant shall discuss the collected hydrological data and the



following points with concerned Project In-charge of the DDC for final decision of the bridge site:-

- i. Design discharge
- ii. Scour depth, Maximum Scour depth
- iii. Linear waterway needed to be provided
- iv. Anticipated soil condition for foundation
- v. The most feasible proposed bridge site.
- vi. River training and approach roads
- vii. Types of proposed foundation , substructures and superstructures.

The discussion will be done on the basis of the topographic maps, preliminary findings of the parameters (i to viii) above, location of the bridge with respect to the complete road network of the district. After discussion and finalizing of the bridge site/axis the consultant shall carry out subsurface exploration which shall include the followings:

### 3.3.1 Test Pits and Auguring

Test pits and auger-holes in the riverbed to a depth as mentioned in specification (DoR) for determining the mean particle size of riverbed materials in each layer.

### 3.3.2 Bore Holes and SPT:

Boreholes each to a depth as mentioned in the Bill of Quantities and as explained below preferably at the possible locations of abutments and piers with conduction of SPT. The number of SPT as mentioned in the BOE with suitably distributed over the depth of the boreholes.

### 3.3.3 Depth of Soil Exploration :

The depth of soil exploration from ground level must not exceed as mentioned below (unless otherwise necessitated by the type of bridge, which need to be discussed after subsurface exploration):-

- i) In silty, sand, layer strata - 4 times of designed scour depth.
- ii) In strata with Gravel and boulders 2.5 times of designed scour depth.
- iii) In Soft rock - 8m.
- iv) In Hard rock - 5m.

### 3.3.4 Changes in Soil Strata :

If the soil strata is found to be different from mentioned in the Bill of Quantities, the consultant should immediately inform (report to the Ruby Valley Rural Municipality) and the concerned office, and keep them informed about change of strata till the drilling work is finished for each Bore Holes.

### 3.3.5 Soil Exploration Works to be Certified :



Depth of soil exploration done must be certified by the project/Division office for each bore hole and samples of soil (about 1/2 Kg in each strata found in each bore holes should be submitted in plastic bags duly labeled to the Ruby Valley Rural Municipality for the record.

### 3.3.6 Laboratory Tests to be carried out :

Natural moisture content  
Sieve analysis  
Hydrometer analysis  
Atterberg's limit  
Specific gravity  
Unconfined compression test  
Direct shear test  
Consolidation test  
Tri-axial Test

### 3.3.7 Determination of Soil Properties :

Determination of engineering properties and geotechnical parameters of each layer of soil and their bearing capacity with respect to proposed / probable types of foundation and recommendation of the type and depth of foundations shall consider.

### 3.3.8 Other Information:

Availability of construction materials like, sand, gravel, boulders, timber, etc. with their engineering properties, quantities and lead up to the bridge site. Quarry site of materials with their available quantities should be shown on a sketch plan with reference to Bridge site.

## 3.4 Analysis of Data, Conclusion and Recommendation of Design

### Parameters

Based upon the above mentioned studies and investigations the consultants shall make the best use of his technical know-how and professional skill to arrive at and recommend the most cost effective design parameters. In his recommendation the consultant shall discuss in detail at least three different options and shall give full justification in support of the chosen one and recommended by him for further design. After acceptance of the bridge type by Ruby Valley Rural Municipality the consultant shall proceed for further investigation and analysis

## 3.5 Miscellaneous

If not covered by aforesaid, the Consultants shall perform other studies, explorations, tests surveys, calculations, etc. warranted to produce full and complete set of construction plans (drawings), specifications, bills of quantities, requirement of materials and complete cost estimates for the bridge/s including related works based upon which construction activities can be started to complete without further study and/or reference to them. This must include the following maps and/or drawings with details indicated thereon.

## 3.6 Detailed Design and Quantity Cost Estimate



Based on the collected information and results of the discussions mentioned above the consultants shall design the bridge follow the standard codes of practice, norms and guidelines.

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 and prevailing district rates.

A complete design of the bridge shall include the following:

- (i) Determination of bridge axis, linear waterway; span/length of the bridge; type superstructure, substructure, and foundation; free-board; requirement of river training
- (ii) Detailed structural design of foundation; substructure and superstructure
- (iii) Details of kerb, footpath; railings; drainage system; expansion joints; bearings ; river training works and approach roads
- (iv) Detailed quantity and cost estimates .
- (v) Construction management plan; construction methodology; construction schedule; quality assurance plan; suggested cash-flow pattern and Project monitoring system.

### 3.7 Checklist

The detailed 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.

## 4. SUBMISSION OF REPORTS AND PRESENTATION OF WORKS

In accordance with DoLIDAR's standard and procedures, the consultant shall submit his reports as ' under:

### 4.1 Field Report

This report will contain bridge site plan showing alignment of bridge foundations and locations of bore holes, logs with description of samples taken at every change of strata. Preliminary field report shall be submitted to Ruby Valley Rural Municipality in two copies and should be discussed with Ruby Valley Rural Municipality. This should contain Index map as well as location map of the bridge with respect to complete road network of the district.

### 4.2 Preliminary Design Report:

This report shall contain the preliminary 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 location of proposed foundations and arrangement of the bridge components along with comparison between the





possible alternative types. This report shall be submitted in three copies and the content shall be discussed with Ruby Valley Rural Municipality before proceeding to the detail design of the bridge.

#### **4.3 Draft and Final Report:**

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

- (i) Volume I- Main Report
- (ii) Volume II- Drawings
- (iii) Volume III- Design Calculations
- (iv) Volume IV - BoQ and Special Provisions to Standard Specifications
- (iv) Appendices

Please refer to the checklist provided with this ToR for number of copies and detailed requirements of the reports.

#### **4.4 Presentation of the Design**

The Consultants shall present the design report in specified format and defend it to the Ruby Valley Rural Municipality audience prior to the submission of the final report. They shall review the issues raised during the presentation while finalizing the report and make necessary amendments/corrections if needed. The date and venue of the presentation shall be determined by mutual agreement between the Bridge Unit and the consultants. The cost of such presentation shall be borne by the consultants.

#### **4.5 Final Report**

Apart from the presentation, the Ruby Valley Municipality will verify the content of the report against the Terms of Reference and the checklist. The Ruby Valley Municipality may also discuss upon the technical content of the report and may suggest some changes if thought necessary. While preparing the Final Report the consultants shall consider the comments/suggestions and make corrections or amendments if required. It does not, however, relieve the consultants of their responsibility over the technical content of the design. The final report shall be submitted in stipulated number of copies as indicated in the checklist.

#### **4.6 Soft Copy (electronic copy) of the Design**

Apart from the bound report the consultants shall submit soft copies (electronic copies) of the final report in CD ROMs as specified in the checklist.



## 5. TIME SCHEDULE

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

Field Report & Preliminary Design Report within 5(five) weeks started from the date of signing of the agreement.

- (i) Draft Report within 8(eight) weeks started from the date of the submission of the field report.
- (ii) Final Report within 3(three) weeks after receiving Ruby Valley Municipality's Comments and suggestions on the draft report.

## 6. DEFECT LIABILITY

### 6.1 Responsibility for Survey Design.

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

- (i) Authenticity of all the field data including socio-economic, environmental, topographic, hydrological and geological information;
- (ii) Correctness of the design and all the calculations;
- (iii) Correctness of the drawings;
- (iv) Correctness of any other details related to construction.

### 6.2 Assistance During Construction Phase.

During construction the consultants, upon written request from the Ruby Valley Rural Municipality, shall visit the bridge site and provide necessary technical assistance. The cost of such visits (travel cost and daily allowance as per approved norms) shall be paid by the contractor from the provisional sum, which is included in the BOQ for construction but if any changes in the design are required, the consultants shall furnish it free of cost.

### 6.3 Acceptance of responsibility.

The Consultants shall submit signed Statement of Acceptance of Responsibility as mentioned above in sections 6.1 and 8.2 attached together with the final report.



## Section 6: Standard Form of Contract

### MEMORANDUM OF AGREEMENT (To be filled up after the contract is awarded)

THIS AGREEMENT, made on the (Date)..... between Government of Nepal, Ministry of Federal Affeail..and .Local Development, Ruby Valley Rural Municipality , (herein after called as "the First Party" or client) of the one part and the consulting firm or JV

.....(herein after called as the "the firm" or the consultants) the other part.

WHEREAS, the Department is desirous that certain professional Engineering Services should be performed viz. Preparation-Detailed project Report of Bridges the following Bridges and has accepted a proposal by the firm for the performance of such service of the total amount of NRs. .... (Excluding VAT)

In words NRs. ....

Contract No:	Name of Bridges

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

#### This Agreement Witness as follows

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

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

.....  
On behalf of Ruby Valley Rural Municipality

Witness

- 1.
- 2.

.....  
On behalf of Firm

Witness

- 1.
- 2.

