



Pyuthan Municipality  
Office of Municipal Executive  
Bijuwar, Pyuthan

## **SELECTION OF CONSULTANTS**

### **REQUEST FOR PROPOSALS**

**RFP No.: 02/PMO/DPR/Road /075/076**

**Selection of Consulting Services for:**

**Detailed Survey and Design of**

**Dhakhakwadi (Thadoduwa)-Barjibang-Sotre-Sari-  
Rolpa Urban/District Road (0+000~8+000)**

**Office Name: Office of Pyuthan Municipality**

**Office Address: Office of Municipal Executive ,  
Bijuwar, Pyuthan.**

**Financing Agency: Pyuthan Municipality**

**Issued on: Feb, 2019**



**Pyuthan Municipality**  
**Office of the Municipal Office**  
**Bijuwar, Pyuthan**

**INVITATION FOR SEALED BIDS/SEALED QUOTATION**

**First Date of Publication: 2075/11/13 B.S (25<sup>th</sup> feb 2019 AD)**

1. Office of the Municipal Executive, Pyuthan (OME Pyuthan) has received grant from GON and OME decide for to prepare detail Project Report of **Following Projects of Pyuthan Municipality**, and OME Pyuthan intends to apply the funds to cover eligible payments under the contract for Engineering consultants of details Survey, Design and Prepare report according to approved RFP and TOR. OME Pyuthan allocates fund. Bidding is open to all eligible Nepalese Consultants.
2. The OME Pyuthan invites sealed quotation from registered eligible Consultant for Preparation of Detail Project Report of **Following Projects of Pyuthan Municipality**
3. The Consultants having valid firm registration, VAT/PAN registration certificates, tax clearance certificate up to FY 2074/075 are eligible for bidding.
4. Interested eligible Consultants may obtain further information and inspect the bidding documents at Pyuthan Municipality Office, Pyuthan Phone No. 086-460291 or may visit E-procurement section of PPMO's Web Site <https://bolpatra.gov.np/egp>.
5. Bidding Documents may be purchased from the office of the OME, Pyuthan by eligible Bidders on the submission of a written application, along with the copy of company/firm registration certificate, and upon payment of a non-refundable fee as stated below for bid document within office hour of **2075/12/12** OR Bidder who chooses to submit their bid electronically may purchase the hard copy of the bidding documents as mentioned above or from PPMO's Web Site <https://bolpatra.gov.np/egp>. Bidders, submitting their bid electronically, should deposit the cost of respective bidding document in the OME Pyuthan's Rajaswa (revenue) account as specified below and the scanned copy (pdf format) of the Bank deposit voucher shall be uploaded by the bidder at the time of electronic submission of the bids.  
**Name of Bank: Nepal Bank Limited, Khalanga, Pyuthan**  
**Name of Office: Office of Municipality Executive, Pyuthan Bijuwar**  
**Revenue Account: 0520300000004001159 & Deposit Account: 0520300000003000024**
6. Bids must be submitted to the Office of the Municipal Executive Pyuthan on or before **12:00hrs** on **2075/12/13** Bidders may submit their bid electronically through E-Procurement section of PPMO's Web Site <https://bolpatra.gov.np/egp> as specified in the Instruction to Bidders. Documents received after deadline will not be accepted.
7. The bids will be opened physically and electronically in the presence of Bidders' representatives who choose to attend at **14:00 hrs** on **2075/12/13** at OME, Pyuthan Bijuwar. Bids must be valid for a period of 45 days after the deadline for bid submission date and must be accompanied by minimum bid security amount listed below, which shall be valid for 30 days beyond the bid validity period.
8. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered as the last day.
9. The Employer reserves the right to accept or reject, wholly or partly any or all the bids with assigning any reason, whatsoever.
10. The name and identification of the contract are as follows:

SNo	Contract ID No	Description of Work	Estimated Amount (Excluding VAT & Contingencies)	Bid Security Amount	Bid Document Cost	Remarks
1	2-Mun/DPR-2075-76 /Road	<b>Dakhaquadi(Thaddo) Barjibang ,Sotre, Sari Rural Road 8km</b>	486775.63	3% of Bidding amount	1000	Sealed Quotation
2	3-Mun/DPR-2075-76 /Road	<b>Mitramanichock- Thapadanda-Khalanga Rural Road 6km</b>	365081.72	3% of Bidding amount	1000	Sealed Quotation
3	4-Mun/DPR-2075-76 /DWS-L	<b>Maranthanakot Lift Drinking Water Supply,Pyuthan</b>	433550.77	3% of Bidding amount	1000	Sealed Quotation
4	5-Mun/DPR-2075-76 /DWS-G	<b>Jumrikada-Bijuwar Drinking Water Supply</b>	282656.54	3% of Bidding amount	1000	Sealed Quotation
5	6-Mun/DPR-2075-76 /DWS-G	<b>Jumrikada-Bijaynagar Drinking Water Supply</b>	282656.54	3% of Bidding amount	1000	Sealed Quotation

**Chief Administrative Officer  
Pyuthan Municipality**

# **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 – Eligible Countries**

**Section 6 – Corrupt and Fraudulent Practices**

**Section 7–Terms of Reference**

**Section 8– 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

To,

Dear Mr./Ms.:

1. Pyuthan Municipality, Pyuthan has allocated fund toward the cost of Detailed survey design of Dhakhakwadi (Thadoduwa)-Barjibang-Sotre-Sari-Rolpa Urban/District Road (0+000~8+000) and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued.

The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Detailed survey design study of Dhakhakwadi (Thadoduwa)-Barjibang-Sotre-Sari-Rolpa Urban/District Road (0+000~8+000)

More details on the Services are provided in the Terms of Reference (Section 7).

1. A firm will be selected under **Quality and Cost-Based Selection** method and procedures described in this RFP.
2. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 – Eligible Countries
  - Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices
  - Section 7 - Terms of Reference
3. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,

Signature:.....

Name: Khim Bahadur Rayamajhi

Designation: Chief Administrative Officer



## Section 2. Instructions to Consultants and Data Sheet

["Notes to the Client": this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the interested eligible Consultants].

### A. General Provisions

#### 1. Definitions

- (a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
- (c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.
- (d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.
- (e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h). "Day" means a calendar day.
- (i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.
- (j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k). "Government" means the government of the Nepal.
- (l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.

	<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 PPMO, 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 <b>Data Sheet</b> intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the <b>Data Sheet</b>.</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 <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. 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 <b>Data Sheet</b>. 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 <b>Data Sheet</b>.</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 <b>Data Sheet</b>, the Consultant shall not be hired under the circumstances set forth below:</p>
<p><b>a. Conflicting activities</b></p>	<p>(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</p>

	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>b. Conflicting assignments</b>	(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.
<b>c. Conflicting relationships</b>	(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.
<b>4. Unfair Competitive Advantage</b>	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 <b>Data Sheet</b> 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.
<b>5. Corrupt and Fraudulent Practices</b>	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.
<b>6. Eligibility</b>	6.1 The PMO/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 PMO/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 PMO/DP.  6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
<b>a. Sanctions</b>	6.3.1 A firm or an individual sanctioned by the PMO/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a PMO/DP-financed contract, or to benefit from a PMO/DP-financed contract, financially or otherwise, during such period of time as the PMO/DP shall determine. The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b> .

<b>b. Prohibitions</b>	6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
<b>c. Restrictions for public employees</b>	6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).
<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	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.
<b>8. Cost of Preparation of Proposal</b>	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.
<b>9. Language</b>	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.
<b>10. Documents Comprising the Proposal</b>	10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b> . 10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
<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 <b>Data Sheet</b> .
<b>12. Proposal Validity</b>	12.1 The <b>Data Sheet</b> 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.
<b>a. Extension of Validity Period</b>	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

	<p>may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>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.</p> <p>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.</p>
<b>b. Substitution of Key Experts at Validity Extension</b>	<p>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.</p> <p>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.</p>
<b>c. Sub-Contracting</b>	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the <b>Data Sheet</b>.</p>
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> 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 <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</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>
<b>14. Preparation of Proposals – Specific Considerations</b>	<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 <b>Data Sheet</b>. 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 <b>Data Sheet</b> 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 <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) 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 <b>Data Sheet</b>.</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 <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<b>15. Technical Proposal Format and Content</b>	<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 technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
<b>16. Financial Proposal</b>	<p>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 <b>Data Sheet</b>.</p>
<b>a. Price Adjustment</b>	<p>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 <b>Data Sheet</b>.</p>
<b>b. Taxes</b>	<p>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 <b>Data Sheet</b>.</p>
<b>c. Currency of Proposal</b>	<p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b>. If indicated in the <b>Data Sheet</b>, the portion of the price representing local cost shall be stated in the Nepalese Rupees.</p>
<b>d. Currency of Payment</b>	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
<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 <b>Data Sheet</b>, 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</p>

	<p>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 <b>Data Sheet</b>. 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 "<b>TECHNICAL PROPOSAL</b>", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].</b>"</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 "<b>FINANCIAL PROPOSAL</b>" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>"</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 "<b>DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]</b>".</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 PPMO'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</p>

	Client on any matter related to the selection process, it should do so only in writing.
<b>19. Opening of Technical Proposals</b>	<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 <b>Data Sheet</b>. 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 <b>Data Sheet</b>.</p>
<b>20. Proposals Evaluation</b>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.</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>
<b>21. Evaluation of Technical Proposals</b>	<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 <b>Data Sheet</b>. 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 <b>Data Sheet</b>.</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>
<b>22. Financial Proposals for QBS</b>	<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>
<b>23. Public Opening of Financial Proposals (for QCBS, FBS, and</b>	<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</p>



<p><b>LCS methods)</b></p>	<p>score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</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><b>24. Correction of Errors</b></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><b>a. Time-Based Contracts</b></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 total Proposal cost.</p>
<p><b>b. Lump-Sum Contracts</b></p>	<p>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.</p>
<p><b>25. Taxes</b></p>	<p>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</p>

	<p>evaluation.</p> <p>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.</p>
<b>26. Conversion to Single Currency</b>	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 <b>Data Sheet</b> .
<b>27. Combined Quality and Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	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 <b>Data Sheet</b> . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<b>b. Fixed-Budget Selection (FBS)</b>	<p>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.</p> <p>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.</p>
<b>c. Least-Cost Selection (LCS)</b>	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>	
<b>28. Negotiations</b>	<p>28.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>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.</p>
<b>a. Availability of Key Experts</b>	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</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>b. Technical</b>	28.5 The negotiations include discussions of the Terms of Reference

<p><b>negotiations</b></p>	<p>(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>
<p><b>c. Financial negotiations</b></p>	<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>
<p><b>29. Conclusion of Negotiations</b></p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.</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>
<p><b>30. Award of Contract</b></p>	<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 the location specified in the <b>Data Sheet</b>.</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. <b>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 “A” class commercial bank equivalent to the amount specified in the BDS with the validity period of at least ninety days from the date of filing of application.</b></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 Consultants</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 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> </ol>

	<ul style="list-style-type: none"><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></ul> <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the <b>Data Sheet</b>.</p>
--	--

## E. Data Sheet

["Notes to Client" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1(k) (definitions)</b>	<p>International experts mean experts who are citizens of an eligible country.            National experts mean experts who are citizens of Nepal.            Nationals who possess the appropriate international experience may be considered for assignments that require international expertise.            The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</p>
<b>2.1</b>	<p><b>Name of the Client:</b> Office of Pyuthan Municipal Executive, Bijuwar, Pyuthan</p> <p><b>Method of selection:</b> Quality- and Cost-Based Selection</p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b>  <b>Name :</b> Detailed survey design Dhakhakwadi (Thadoduwa)-Barjibang-Sotre-Sari-Rolpa Urban/District Road (0+000~8+000)  <b>Contract Package No.:</b> 02/PMO/DPR/Road /075/076</p>
<b>2.3</b>	<p><b>A pre-proposal conference will be held:</b> No</p>
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b>            Please refer to Section 7, TOR</p>
<b>6.3.1</b>	<p><b>A list of debarred firms and individuals is available at the following website</b>  <u><i>[insert appropriate website address: PMO as applicable]</i></u></p>
<b>B. Preparation of Proposals</b>	
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b>  <b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) Proof of Legal Status and Eligibility</li> <li>(3) TECH-1</li> <li>(4) TECH-2</li> <li>(5) TECH-3</li> <li>(6) TECH-4</li> </ol>

	<p>(7) TECH-5  (8) TECH-6  (9) TECH-7  AND  <b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b>  (1) FIN-1  (2) FIN-2(BoQ)  (3) FIN-3  (4) FIN-4</p> <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> <li>• Certificate of incorporation.</li> </ul>
<b>11.1</b>	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: <b>Yes</b>
<b>12.1</b>	Proposals must remain valid for <i>90(ninety)</i> calendar days after the proposal submission deadline.
<b>12.9</b>	Sub-contracting is allowed for the proposed assignment: <b>Yes</b>
<b>13.1</b>	<p><b>Clarifications may be requested no later than 7 (seven) days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is: Office of Pyuthan Municipal Executive office, Bijuwar, Pyuthan.  Facsimile: <a href="tel:08646029091">086460290/91</a> E-mail: <a href="mailto:pyuthanmunicipality@gmail.com">pyuthanmunicipality@gmail.com</a></p>
<b>14.1.1</b>	<b>Eligible Consultants may associate with other joint venture : Yes</b>
<b>14.1.2</b>	Not applicable
<b>14.1.3</b> for time-based contracts only	Not applicable
<b>14.1.4 and 27.2</b> use for Fixed Budget method	Not applicable
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates: No</b>
<b>16.3</b>	<b>Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: <a href="http://www.ird.gov.np">www.ird.gov.np</a>.</b>

16.4	<p>The Financial Proposal shall be stated in the following currencies:  The Financial Proposal should state local costs in Nepalese Rupees</p>
<b>C. Submission, Opening and Evaluation</b>	
17.1	<p>The Consultants <b><u>shall not</u></b> have the option of submitting their Proposals electronically.</p>
17.5	<p>The Consultant must submit:  (a) <b>Technical Proposal:</b> one (1) original  (b) <b>Financial Proposal:</b> one (1) original.</p>
17.8	<p>The Proposals must be received at the address below <b>no later than:</b></p> <p><b>Date</b>  <b>Time: 17:00 local time</b></p> <p>The Proposal submission address is: Office of Pyuthan Municipal Executive, Bijuwar, Pyuthan.</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals :</p> <p>Confirmation that invitation to submit proposal was not transferred to another party.</p>
21.1	<p>The evaluation criteria, sub-criteria, and point system for the evaluation are:</p> <p style="text-align: center;"><u>Points</u></p> <p>(i) Specific experience of the consultants (as a firm) related to the assignment-15 Marks</p> <p style="padding-left: 40px;">a) Previous Experience in road related Job -10 Marks  b) Previous Experience of other job - 5 Marks</p> <p>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference - 40Marks</p> <p style="padding-left: 40px;">a) Objectives and ToR of this job -10 Marks  b) Key personnel worked previously near the proposed site-10 Marks  c) analysis/design software for this job -5 Marks  d) Design steps of foundation, substructure, superstructure and river training with codes to be used and other reference -10  e) Work schedule and manning schedule -5</p> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p>



	<p>(iii) Qualifications and Experience of the key staff for the Assignment-40 Marks</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>Highway Engineer -20 Points  Surveyor -5 Points  Geo Tech Engineer -5Points  Draft person/CAD person -10</p> <p>The number of points to be given to each of the above position of key staff shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>(i) General Qualifications -30%  (ii) Experience -60%  (iii) Experience in region &amp; language (International Staff)  Or Experience in similar terrain [National Staff] -10%</p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Suitability of the transfer of knowledge program or training)-5 Marks</p> <p style="text-align: right;">Total Points:100Mrks</p> <p>The minimum technical score (St) required to pass <b>is 60 Points</b></p>
23.1	<b>An online option of the opening of the Financial Proposals is offered: No.</b>
23.1 and 23.2	The Client will read aloud only overall technical scores.
26.1	<b>NA</b>
27.1 [a. QCBS only]	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 80%</b>  <b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math></p>

	P%.
	<b>D. Negotiations and Award</b>
<b>28.1</b>	<b>Opening date and contact address :</b> <b>Date:</b> <b>Address:</b> Office of Pyuthan Municipal Executive
<b>30.4</b>	<b>Expected date for the commencement of the Services:</b> <b>Date:</b> 19 <sup>th</sup> March 2019 <b>at:</b> Office of Pyuthan Municipal Executive, Bijuwar, Pyuthan.
<b>31.1</b>	The Applicant shall furnish a cash amount or a bank guarantee from “A” class commercial bank with an amount of <b><i>specify an amount between 5% of the bidding amount.</i></b>
<b>33.2</b>	<b>A list of blacklisted firms is available at the PPMO’s website</b> <a href="http://www.ppmo.gov.np">http://www.ppmo.gov.np</a>

## Section 3. Technical Proposal – Standard Forms

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

### FORM TECH-1

#### TECHNICAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

---

To: [Name and address of Client]

Dear Sirs:

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

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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

## FORM TECH-2

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

---

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

#### **A - Consultant's Organization**

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

#### **B - Consultant's Experience**

---

1. List only previous similar assignments successfully completed in the last 7 (Seven) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

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

Consultant's Name: \_\_\_\_\_

## FORM TECH-3

### **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}

## FORM TECH-4

### 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.}



**FORM TECH-5**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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



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

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

N°	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. Xxyyyy, USA, 20.04.1969}														
K-3															
<b>National</b>															
n															
												<b>Subtotal</b>			
<b>NON-KEY EXPERTS</b>															
N-1			[Home]												
			[Field]												
N-2															
n															
												<b>Subtotal</b>			
												<b>Total</b>			

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 "Home" means work in the office in the expert's place of residence.  
"Field" work means work carried out in the site.

 Full time input  
 Part time input

**FORM TECH-7**

**CURRICULUM VITAE (CV)**

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

**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.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[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:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{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:  
\_\_\_\_\_

#### **Section 4. Financial Proposal - Standard Forms**

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Other Expenses, Provisional Sums

**FORM FIN-1**  
**FINANCIAL 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 Proposal dated [Insert Date] and our Technical Proposal.

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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.}





**CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES  
(EXPANDED FORM TO FIN-3 – QBS)**

**(EXPRESSED IN [INSERT NAME OF CURRENCY\*])**

<i>Personnel</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges<sub>1</sub></i>	<i>Overhead<sub>1</sub></i>	<i>Subtotal</i>	<i>Profit<sub>2</sub></i>	<i>Away from Home Office Allowance</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour<sub>1</sub></i>
<i>Home Office</i>									
<i>Client's Country</i>									

\* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of 1
2. Expressed as percentage of 4

## **Sample Form**

Consultant:  
Assignment:

Country:  
Date:

### **Consultant's Representations Regarding Costs and Charges**

We hereby confirm that:

- (a) *the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;*
- (b) *attached are true copies of the latest pay slips of the Experts listed;*
- (c) *the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;*
- (d) *the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and*
- (e) *said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.*

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM FIN-4 BREAKDOWN OF OTHER EXPENSES, PROVISIONAL SUMS AND CONTINGENCY**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

Type of Expenses, Provisional Sums	Quantity	Unit	Currency	Unit Price	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
<b>Reimbursable Expenses</b>								
{e.g., Per diem allowances}	{Day}							
{e.g., International flights}	{RT}							
{e.g., In/out airport transportation}	{Trip}							
{e.g., Communication costs}								
{ e.g., reproduction of reports}								
{e.g., Office rent}								
<b>Sub-Total: Reimbursable Expenses</b>								
<b>Provisional Sums</b>								
Item 1								
Item 2								
<b>Sub-Total: Provisional Sums</b>								
<b>Total: Reimbursable Expenses + Provisional Sums</b>								

\* Provisional Sums must be expressed in the currency indicated in the data sheet.

## Section 5. Eligible Countries

[This section contains the list of eligible countries. Select one option, either GoN Funded or DP Funded.]

For GoN funded:

For the purpose of National short listing: **Nepal**

## Section 6. Corrupt and Fraudulent Practices

[“Notes to the Client”: The following text is for PMO funded assignment and shall not be modified. In case DP funded project use DP’s policy on corrupt and fraudulent practices]

It is the GoN’s policy to require its implementing agencies, as well as consultants under PMO (or DP) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
  - (iv) “obstructive practice” means:
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a PMO/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (bb) acts intended to materially impede the exercise of the PMO’s/DP’s inspection and audit rights provided for under Clause GCC 25.2.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will cancel the consultant’s contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

**Pyuthan Municipality**  
**Office of the Municipal Executive**  
**Bijuwar, Pyuthan**

Detailed Engineering Study and Design of Water Supply and Sanitation  
Projects

**Bill of Quantities**

Name of Work: Detail Engineering Survey and Design Work

Project Name: Detail Engineering Survey and Design of Dhakhakwadi( Thadduwa)-  
Barjibang-Sotre-Sari Road.(8Km)

S.No.	Description	Unit	Qty	Rate with OH		Amount	Remarks
				In Figures	In Words		
1	Detail Engineering Survey and Design of Dhakhakwadi( Thadduwa)- Barjibang-Sotre-Sari Road.(8Km)	km	8				
	VAT @13%						
	Grand Total						

## Section 7. Terms of Reference

### Terms of Reference

*For*

### Detailed Survey and Design of Rural Road

#### 1. BACKGROUND:

Office of Pyuthan Municipality, Pyuthan invites proposal from eligible Consultants for the Detail Engineering Survey and Design of Road listed below:

#### Name of road and Location

S.N.	Name of Road	Survey Length (Km.)	Start Point	Coverage Settelements	End Point
1	Dhakhakwadi (Thadduwa)- Barjibnag-Sotre-Saari-Rolpa Road( 8 Km)	8.00	Thadduwa	Ward no 2	Barjibang Neta.
Total Length		8.00			

#### 2. OBJECTIVE AND SCOPE OF WORK:

The objective of the consulting services is to conduct a Detailed Engineering Survey of the proposed road, prepare Detailed Design and Cost Estimate for the construction of the road with appropriate packaging (Blacktop/Premix/Otta seal). The consultant is required to perform the following jobs.

- a) Detailed engineering survey of the widening works .
- b) Fixing of R.C.C. benchmark post at per 500m of equal distance and fixing its elevation
- c) Conduct studies for cross drainage works and fixing of embankment height
- d) Design the road details in co-operation with Pyuthan Municipality, Pyuthan.
- e) Prepare detail working drawings
- f) Prepare quantity & cost estimates with analysis of rates
- g) Prepare survey and design reports

### **3. EXECUTION OF CONSULTING SERVICES:**

#### **3.1 General**

Before carrying out the field work Consultant should carry out the meetings among the stakeholders ( Municipality,Wards Users ets) to make the environment supportive to the actual surveying work and settle down the social disputes if likely to arise.

Track opening in all of above roads have been completed and vehicles are plying on them. Therefore, there is no need of feasibility study and alignment selection. The main objective of this survey works is to improve the geometric standard of existing earthen roads with appropriate surfacing.

The Consultant shall carry out the necessary field works along the alignment Before mobilization of survey team to the field, the Consultant shall have to submit an Inception report. The team personnel for field work & work schedule of field work should be included in the Inception report. The Intersection points (IP) should be set out with proper establishment of Bench-Marks with at least two triangular permanent references. Bench mark should be established with cement concrete having nails at centre of size 10 cm x 10 cm x 30 cm in every 500 meters and with properly established centre points. The consultant shall then carry out further survey works necessary for detailed design of the road. The consultant shall be responsible for the analysis and interpretation of the data.

#### **Working Team**

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

- i) Highway/ transport engineer.
- ii) Engineering geologist
- iii) Structural engineer.
- iv) Senior Surveyor

### **3.3 ENGINEERING DETAILS**

#### **3.3.1 Horizontal and vertical alignment of the road**

The horizontal alignment of the road center line should be determined within the survey strip of proposed corridor of the optimum alignment between control points specified as a result of the engineering investigation. Where road track exists, efforts should be made to adjust the alignment so as to match the original road track wherever possible. Longitudinal sections should be taken at 10 - 25 m



interval along the alignment and for cross-section, 2-8 m interval across the alignment from the center line depending upon the nature of the terrain, road curves. Beginning and end of curves and then critical points as may be required should be fully defined relative to the station of the intersection points.

The vertical alignment should be determined with detailed calculation of earthwork quantities. Vertical curves should be properly designed. Earth work should be broken down in normal earthwork, E/W in side drain etc giving the quantity of E/W in per Km. Classification of soil in chainage wise is absolutely necessary.

Survey, Design and Estimate preparation activities should strictly follow the "**Nepal Rural Road standard-2055**" published by DoLIDAR; "**Technical Guidelines on Planning, Design and Construction of Rural Roads-2005**" and "**Environmental and Social Management Framework-2004**" published by DoLIDAR.

### **3.3.2 Consideration of environment protection**

While designing the horizontal and vertical alignment, the consultant are required to predict damages to the environment and attempt to mitigate or minimize such damages and suggesting appropriate measures in design.

### **3.3.3 Liaison with engineer in-charge**

The consultants are required to maintain close liaison with the engineer in-charge. The consultant should coordinate with the engineer in-charge prior to commencement of detail survey. Draft design proposals for alignment, earthwork and pavement design and other technical aspects of the design shall be discussed with the Engineer in-charge for approval prior to proceeding with the detailed design and drawings.

### **3.3.4 Engineering drawings**

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

- a) Map of district demarcation showing the location of the road.
- b) Map showing complete alignment with kilometer, names of area, land use, markets, grid lines, villages, municipality, name of natural drainage, obligatory points etc .
- c) Location map showing linkage of the road with surrounding road network.
- d) Map showing survey and design status of the complete road, intersection points ( IP ), Bench Marks ( BM ) and other reference points.

e) Plan, profile ( longitudinal section ) and cross-section in the following scales

Plan	-	1:1000
Profile horizontal	-	1:1000
Profile vertical	-	1:100
Cross-section	-	1:100

- f) Plans and profile of the road should contain details of geometry viz. horizontal alignment with coordinate of IP, deflection angle, IP to IP distance, curve data, chainage of IP etc, Index of IP, BM, KM posts etc, names of VDC or municipality, district, forest, land use pattern, cross-drainage structure, retaining walls required or as instructed by the engineer in-charge.
- g) Reference charts of all intersection points ( IP ), bend marks ( BM ) and other reference points.
- h) Resource map showing the location of proposed quarry sites for the locally available construction materials like- sub base material, gravel, sand, stone, chips for pavement etc.
- i) Standard drawings of mentioned cross drainage structures, retaining/ breast wall, side drain ( lined / unlined ), typical cross section of the road according to type of soil viz. HR, SR, BMS, etc passing zone ( if provided ), hairpin bend ( if provided)
- j) 3.3.5 Engineering design calculation
- k) All engineering design must be shown with calculation. The format should be described properly declaring the meaning and source of variable constants and multiplication factors should be referenced and justified.

#### 4. DELIVERABLES

**i) Seminar/ Presentation of Draft Report:** The idea behind this presentation is the active participation and feedbacks from the Municipality officers and other stakeholders. Hence, the Consultant should organize such a presentation on the draft report, in a convenient date and place (to be decided mutually by the Pyuthan Municipality, Pyuthan and the Consultant upon completion of the Draft Report).

**ii) Reports:** The Consultant shall submit at least 2(Two) copies of the draft Report to the Pyuthan Municipality Pyuthan. Upon approval of the Report, the Consultant should submit 3 (three) copies of the Final Report of the same to the Pyuthan Municipality Pyuthan.

**iii) Electronic Copies:** The Consultant should submit 2 (two) copies of Final Report in the Compact Disc (CD), which shall include Survey Data, detailed design calculation Reports, Detailed Estimate Reports, Drawings, annexes and photographs.

*Note:*The format of the reports should be as prescribed in this ToR (Appendix 'A'). However, the consultant must take prior approval of the outline of report from the engineer in-charge.

#### 5. TIME SCHEDULE

The consultant shall commence the work within one week from the date of signing agreement. The reports shall be submitted to the office as under

- agreement
- Draft report - within sixty (60) days from the date of signing
  - Final report - within ten (10) days of receipt of office comments on the drafts report.

## 6. USE OF COMPUTER

Consultants are encouraged to use computers and Smart Road software. But the software to be used in the engineering design works must be approved advance by the office. Further, the reports should contain adequate information on methodology adopted in the program, summarized flow diagram, description of formula used in the program, data required for input and the results obtained in output etc. The consultant should submit the soft copy of data alignment of the total output of the works.

# REPORT FORMAT

## CONTENTS

ACKNOWLEDGEMENTS  
SYNOPSIS  
SALIENT FEATURES (see Appendix 'B')  
CONTENTS  
LIST OF TABLES  
LIST OF FIGURES  
CHAPTER

### **1. INTRODUCTION**

Introduction  
Geomorphology & geology  
Hydrology & Metrology

### **2. GEOMETRIC DESIGN STANDARDS**

- 2.1 Road classification, traffic and loading ( According to Nepal Rural Road standard ,2055 )
- 2.2 Design speed
- 2.3 Horizontal curves
  - 2.3.1 Minimum radius of curve
  - 2.3.2 Super elevation
  - 2.3.3 Transit curves
  - 2.3.4 Extra-widening
- 2.4 Vertical curves
  - 2.4.1 Minimum radius
  - 2.4.2 Gradient
- 2.5 Sight distance
- 2.6 Lateral and vertical clearance
- 2.7 Right of way
- 2.8 Traffic Sign posts

### **3. ALIGNMENT SURVEY**

- 3.1 Survey procedure
- 3.2 Alignment description
- 3.3 Bench marks and other reference points
- 3.4 Materials survey

### **4. DESIGN**

- 4.1 Horizontal alignment
- 4.2 Vertical alignment
- 4.3 Cross-section design
- 4.4 Drainage
- 4.5 Pavement design

- 4.6 Culverts and minor bridge design
- 4.7 Retaining structure
- 4.8 Road side development
- 4.9 Measure for environment protection
- 4.10 Bio engineering measures.

## **5. QUANTITY SURVEY AND COST ESTIMATE**

- 5.1 Project costs
  - 5.1.1 Summary of cost
  - 5.1.2 Cost of site clearance
  - 5.1.3 Cost of earth work
  - 5.1.4 Cost of cross drainage works
  - 5.1.5 Cost of pavement construction
- 5.2 Details of measurement
- 5.3 Bill of Quantity and tender documents
- 5.4 Quantity estimate of material & equipment
- 5.5 Manpower estimate
- 5.6 Analysis of rates
- 5.7 Availability of materials
- 5.8 Availability of manpower

## **6. CONCLUSION**

- 6.1 General conclusions
  - 6.1.1 General conclusions
  - 6.1.2 Specific conclusions
- 6.2 Discussions
- 6.2 Quality Assurance Plan
- 6.3 Recommendations

## **7. REFERENCES**

## **8. APPENDICES**

## **9. TEAM DETAILS/USED EQUIPMENT/SOFTWARE,SPREADSHEET etc.**

# Summary of Salient Features

## 1. NAME OF PROJECT

## 2. LOCATION

Geographical location  
 Geographical features  
 Terrain  
 Climate  
 Geology

## 3. CLASSIFICATION OF ROAD

3.1 Classification  
 3.2 Surface

## 4. ALIGNMENT SURVEYED

## 5. CROSS-SECTION

5.1 Right of way  
 5.2 Formation width  
 5.3 Carriage way width  
 5.4 Shoulder width  
 6.5 Side drain shape and size

## 6. Pavement

6.1 Sub-grade	Material & thickness
6.2 Sub-Base	Design, Material & thickness
6.3 Ottaseal/black Top/pre mix	Material & thickness

## 7. STRUCTURE

### 7.1 Side Drains

Earthen (Unlined)	Size & length
Dry Stone or Brick Drain	Size & length
Cement Masonry Drain	Size & length
Catch Drain	Size & length

### 7.2 Culverts

Slab culverts	Number and span
Pipe culvert	Diameter and number

### 7.3 Bridge

Minor bridge	Number and span
--------------	-----------------

### 7.4 Retaining structures

Gabion walls	Height range, thickness range and total length
--------------	--

Stone masonry  
Dry stone masonry

Height range, thickness range and total length  
Height range, thickness range and total length

**8. VOLUME OF CONSTRUCTION**

- 8.1 Earth work                      Cutting and filling
- 8.2 Pavement                        Volume of sub-base & wearing course(Ottaseal)

**9. PROJECT COST**

- 9.1 Net cost                            Total cost & rate per km.
- 9.2 Gross cost                        Total cost & rate per km.

**10. PROJECT COST SUMMERY FORMAT**

S.n.	Major headings	Unit	Quantity	Cost in NRs	Remark
1.	Construction cost				
	a) Earth work				
	i) Cutting	m <sup>3</sup>			
	ii) Filling	m <sup>3</sup>			
	b) Retaining structure (Dry, Gabion, Cement masonry )	m <sup>3</sup>			
	c) Drain & cross drain				
	i) Culvert	No			
	ii) Cause way	No			
	iii) Unlined drain	Rm.			
	iv) Dry stone drain	Rm.			
	v) Lined drain	Rm.			
	vi) Bridge with name & span				
	d) Pavement	m <sup>2</sup>			
	i) Sub base course with design	m <sup>2</sup>			
	ii) Ottaseal /Black Top/Pre Mix	m <sup>2</sup>			
	e) Environmental management cost as per EMAP.	Km			
	f) Equipment & spare parts	LS			
	g) Insurance cost	LS			
	h) Quality assurance cost				
	i) Project implementation supporting logistic cost				
	j) Provisional sum for additional material testing	PS			
	Sub Total				
	Value Added Tax @13%				
	Grand Total				

**Note:** Detail cost Estimate should include item wise detail calculation of Quantities and the Quantity of same item under different jobs should be integrated.

## Format for

# SOCIAL & ENVIRONMENT MANAGEMENT ACTION PLAN

Name of Road:

Date:

Section:

S.N.	Chainage	Location	Issues/Problems/Difficulties	Mitigation measures recommended
1	0+000			