



Halesi Tuwaching Municipality

Office of the Municipal Executive
Durchhim, Khotang, Province No.1

Request for Proposal

For

Consulting Services

For

**Feasibility Study & Detailed Design of the
Padmasambhab Park**

AT

Halesi Tuwaching Municipality, ward No 7

Mahadevsthan

September 1, 2020

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Section1. Letter of Invitation

Subject: Request for proposal

M/s

1. S.P.A.N. Engineering Solution Pvt. Ltd., Madhyapur Thimi-12, Bhaktapur
2. Supreme Engineering & Design Solution Private Limited, Sahabhagita Marg, ChandaniNagar-10, Kathmandu
3. Mech Nepal Pvt. Ltd., Madhyapur Thimi-16, Bhaktapur
4. Nipun Group of Company Pvt. Ltd., Thapagaun, Kathmandu
5. Aaral Engineering Solution Pvt. Ltd. Anamnagar, Kathmandu
6. International Reality Investment & Solutions Pvt. Ltd., Talchikhel, Lalitpur
7. Classy Engineering Services Pvt. Ltd., Bhagdol, Lalitpur

1. **Halesi Tuwachung Municipality** has allocated the cost and intends to apply a portion of this fund to eligible payments under this Contract.

The 1. Halesi Tuwachung Municipality, Khotang now invites proposals to provide the following consulting services **Feasibility Study & Detailed Design of the Padmasambhab Park.**

2. . More details on the services are provided in the attached Terms of Reference.
3. A consultant will be selected under procedures described in this RFP.
4. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Information to Consultants
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Forms of Contract.

5. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) Whether you will submit a proposal alone or in association.

The deadline for the submission of the proposal is specified in the RFP Part-I, Information to the Consultants.

Yours sincerely,

.....
Rabi Kiran Acharya
Officer 7th
Halesi Tuwachung Municipality
Office of the Municipal Executive
Durchhim, Khotang



Section 2. Information to Consultants

1. Introduction

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

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

2. Clarification and Amendment of RFP Documents

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall

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be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. Preparation of Proposal

Technical Proposal

- 3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.
 - For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
 - Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.
 - Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.
 - Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

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- iii. A description of the methodology and work plan for performing the assignment (Section 3D).
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- v. CVs recently signed by the proposed professional staff and the authorised representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

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

3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.

3.8 Consultants shall express the price of their services in Nepalese Rupees.

3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, Opening Proposals

and of

4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.

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- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**Technical Proposal,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client’s Procurement Unit until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.

Evaluation of Technical Proposals (QCBS,QBS,FBS, LCBS))

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- 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
 - 5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in Para. 1.2 and the Data Sheet.

Public Opening and Evaluation of Financial Proposals (CBS Only)

- 5.5. The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the

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consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.

Public Opening and Evaluation of Financial Proposals (QCBS , FBS,LCBS)

- 5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.
- 5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.
- 5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

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- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract**
- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify it's intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying it's intention to accept the winning proposal pursuant to Sub Clause 7.1.
- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within

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5 days then the applicant can file a complaint to the Review committee within 7 days.

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

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

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.

9. Conduct of Consultants

9.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.

9.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :

- a. give or propose improper inducement directly or indirectly,
- b. distortion or misrepresentation of facts
- c. engaging or being involved in corrupt or fraudulent practice
- d. Interference in participation of other prospective bidders.
- e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

10. Blacklisting Consultant

10.1 Without prejudice to any other rights of the Employer under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:

- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
- b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.
- e) if it is proved that the contract agreement signed by the consultant

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was based on false or misrepresentation of consultant's qualification information,

f) other acts mentioned in the Data Sheet or SCC

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

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Information to Consultants

DATA SHEET

Clause Reference

1.1	The name of the Client is: Halesi Tuwachung Municipality, Khotang, Province No. 1 The method of selection is: QCBS
1.2	The name, objectives, and description of the assignment are: Name: Padmasambhab Park Objectives: To design a safe, reliable and cost effective park using appropriate technology. Description: Conduct Feasibility Study, Detailed Engineering Survey, Soil Investigation, Hydrological Study and Detailed Design of Bridge as per ToR.
1.3	A pre-proposal conference will be held: No The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: Halesi Tuwachung Municipality, Khotang, Province No. 1
1.4	The Client will provide the following inputs: Brief description and importance of the project.
1.10	The Clauses on fraud and corruption in the contract are:
2.1	Clarifications may be requested 7 days before the submission date. The address for requesting clarifications is: : Halesi Tuwachung Municipality, Khotang, Province No. 1
3.1	Proposals should be submitted in the following language(s): English
3.2	(i) Short listed consultants/entity may associate with other short listed consultants: NA (ii) The estimated number of professional staff-months required for the assignment is: As per BoQ. Available Budget for Fixed budget Assignment: NA Note: If the Consultants wish to apply for more than one job or package then separate Team leader (Structural Engineer) shall be proposed for each job/package. (iii) The minimum required experience of proposed professional staff is: As indicated in the Terms of Reference (iv) Reports that are part of the assignment must be written in the following language(s): English
3.3	(v) Training is a specific component of this assignment: NA (vi) Additional information in the Technical Proposal includes: <ul style="list-style-type: none">• Description of Site (Visited) and any Photographs.• Use of Software.• Suggestions on innovative type of design. (Efficient technology & Cost effective)
3.9	Proposals must remain valid 90 days after the submission date.
4.3	Consultants must submit an one original copy of each proposal:

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4.4	<p>The proposal submission address: Halesi Tuwachung Municipality, Khotang, Province No. 1</p> <p>Information on the outer envelope should also Include:</p> <p>To, Chief Administrative Officer Halesi Tuwachung Municipality Office of the Municipal Executive Durchhim, Khotang</p> <p>Technical Proposal or Financial Proposal (Separate in Two Envelopes)</p>																																									
4.5	<p>Proposals must be submitted no later than: 15th day from the date of issue of RFP at 12:00 noon at client's Office.</p>																																									
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5.3	<p>The number of points to be given under each of the evaluation criteria are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the consultants related to the assignment <i>[At least 1 relevant assignments:10]</i> <i>[No relevant assignments: 0]</i></td> <td style="text-align: right; vertical-align: top;">10</td> </tr> <tr> <td>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [Work Plan: 10] <i>CPM or Bar chart with milestones in sequential way :10</i> <i>Otherwise 0</i> [Methodology: 15] <i>As per EPR procedure: 20</i> <i>Otherwise: 0</i></td> <td style="text-align: right; vertical-align: top;">25</td> </tr> <tr> <td>(iii) Qualifications and competence of the key staff for the Assignment</td> <td style="text-align: right; vertical-align: top;">60</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tbody> <tr> <td style="width: 5%;">A.</td> <td style="width: 85%;">Structural Engineer (Team Leader)</td> <td style="width: 10%; text-align: right;">25</td> </tr> <tr> <td style="text-align: center;">1</td> <td>General Qualification</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="text-align: center;">i</td> <td>MSc in Structural Engineering or equivalent + 3 yrs or more experience</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="text-align: center;">ii</td> <td>Otherwise</td> <td style="text-align: right;">0</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Specific Experience</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="text-align: center;">i</td> <td>Involved in 2 or more assignments of Bridge design</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="text-align: center;">ii</td> <td>Otherwise</td> <td style="text-align: right;">0</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Experience in similar terrain</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="text-align: center;">i</td> <td>Involved in at least one assignment of Bridge Design in Mountainous & Hilly terrain</td> <td style="text-align: right;">5</td> </tr> <tr> <td style="text-align: center;">ii</td> <td>Otherwise</td> <td style="text-align: right;">0</td> </tr> <tr> <td style="text-align: center;">B.</td> <td>Geotechnical Engineer/Engineering Geologist</td> <td style="text-align: right;">10</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the consultants related to the assignment <i>[At least 1 relevant assignments:10]</i> <i>[No relevant assignments: 0]</i>	10	(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [Work Plan: 10] <i>CPM or Bar chart with milestones in sequential way :10</i> <i>Otherwise 0</i> [Methodology: 15] <i>As per EPR procedure: 20</i> <i>Otherwise: 0</i>	25	(iii) Qualifications and competence of the key staff for the Assignment	60	A.	Structural Engineer (Team Leader)	25	1	General Qualification	10	i	MSc in Structural Engineering or equivalent + 3 yrs or more experience	10	ii	Otherwise	0	2	Specific Experience	10	i	Involved in 2 or more assignments of Bridge design	10	ii	Otherwise	0	3	Experience in similar terrain	5	i	Involved in at least one assignment of Bridge Design in Mountainous & Hilly terrain	5	ii	Otherwise	0	B.	Geotechnical Engineer/Engineering Geologist	10
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(iii) Qualifications and competence of the key staff for the Assignment	60																																									
A.	Structural Engineer (Team Leader)	25																																								
1	General Qualification	10																																								
i	MSc in Structural Engineering or equivalent + 3 yrs or more experience	10																																								
ii	Otherwise	0																																								
2	Specific Experience	10																																								
i	Involved in 2 or more assignments of Bridge design	10																																								
ii	Otherwise	0																																								
3	Experience in similar terrain	5																																								
i	Involved in at least one assignment of Bridge Design in Mountainous & Hilly terrain	5																																								
ii	Otherwise	0																																								
B.	Geotechnical Engineer/Engineering Geologist	10																																								

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1	General Qualification	4
i	MSc in Geotechnical Engineering or Geology or equivalent + 3 yrs or more experience	4
ii	Otherwise	0
2	Specific Experience	4
i	Involved in 2 or more assignments of similar nature	4
ii	Otherwise	0
3	Experience in similar terrain	2
i	Involved in at least one assignment of geotechnical investigation of similar nature of work Site in Mountainous & Hilly terrain	2
ii	Otherwise	0
C.	Civil Engineer	5
1	General Qualification	2
i	Bachelor's in Civil Engineering or equivalent + 2 yrs or more experience	2
ii	Otherwise	0
2	Specific Experience	2
i	Involved in 2 or more assignments of similar nature	2
ii	Otherwise	0
3	Experience in similar terrain	1
i	Involved in at least one assignment in Mountainous & Hilly terrain	1
ii	Otherwise	0
D.	Architect	5
1	General Qualification	2
i	Bachelors in Architecture or equivalent + 2 yrs or more experience	2
ii	Otherwise	0
2	Specific Experience	2
i	Involved in 2 or more assignments of similar nature	
ii	Otherwise	0
3	Experience in similar terrain	1
i	Involved in at least one assignment in Mountainous & Hilly terrain	1
ii	Otherwise : 0	0
E.	Road/Civil Engineer	5
1	General Qualification	2
i	Masters in Transportation Engineering or equivalent + 2 yrs or more experience	2
ii	Otherwise	0
2	Specific Experience	2

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	i	Involved in 2 or more assignments of Feasibility study, Survey ,Design of Road	2
	iii	Otherwise	0
	3	Experience in similar terrain	1
	i	Involved in at least one assignment of Feasibility study, Survey, Design of Road in Mountainous & Hilly terrain	1
	ii	Otherwise	0
	F.	Socio Economist	5
	1	General Qualification	2
	i	Master degree in Sociology or equivalent + 2 yrs or more experience	2
	ii	Otherwise	0
	2	Specific Experience	2
	i	Involved in 2 or more assignments of similar nature	2
	ii	Otherwise	0
	3	Experience in similar terrain	1
	i	Involved in at least one assignment in Mountainous & Hilly terrain	1
	ii	Otherwise	0
	G.	Legal Expert	5
	1.	General Qualification	2
	i	Bachelor of Laws (LL.B.) or equivalent + 2 yrs or more experience	2
	ii	Otherwise	0
	2.	Specific Experience	2
	i	Involved in 2 or more assignments of similar nature	2
	ii	Otherwise	0
	3.	Experience in similar terrain	1
	i	Involved in at least one assignment in Mountainous & Hilly terrain	1
	ii	Otherwise	0
	(iv)	Suitability of the transfer of knowledge program	5
		<ul style="list-style-type: none"> Commitment to organise orientation program at Halesi Tuwaching Municipality, Office of the Municipal Executive and streamlining the Municipality's staffs in the process of DETAIL ENGINEERING SURVEY, DESIGN & COST ESTIMATION report preparation: 5 Otherwise: 0 	
		Total Points:	100 points
		The minimum technical score required to pass: 70 Points.	
5.8	The Fixed Budget Ceiling for the assignment is : NA		
5.10	<p>The formula for determining the financial scores is the following: $Sf = 100 \times Fm/F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the technical and Financial Proposals are:</p>		

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	T (Technical Proposal) = 0.8 and P (Financial Proposal) = 0.2
6.1	The address for negotiations is: Client's Office.
7.1	The assignment is expected to Commence on within a week of Contract signing at location provided.
	Joint Venture Copies of the Joint Venture (JV) agreement shall be attached with the Technical and Financial Proposal. If a JV is awarded a job, the JV must be registered in the VAT office. A copy of the VAT registration certificate shall be submitted before contract agreement.
	Conditions of Rejection / Non-consideration of the Proposals: (i) If the proposal is found to be non responsive and has not fulfilled all the requirements mentioned in the Technical Proposal documents. (ii) If on physical verification, any statement provided is found to be false and if that statement affects the evaluation, then either the whole proposal may be rejected or the proposal will not get any score for the part concerned to that statement. If any statement in the Technical Proposal provides information or indication about the financial proposal.
	Submission of the Proposals Both the Technical Proposal and Financial Proposal must be sealed in separate envelopes marked clearly in BLOCK letters as follows: TECHNICAL / FINANCIAL PROPOSAL (as appropriate) for DETAILED ENGINEERING SURVEY, SOIL INVESTIGATION AND DESIGN OF PADMASAMBHAB PARK AT HALESİ TUWACHUNG MUNICIPALITY, KHOTANG DISTRICT Both the envelopes then should be placed into a single envelope, which shall be sealed again and marked clearly as follows: TECHNICAL & FINANCIAL PROPOSAL for Feasibility Study & Detailed Design of the Padmasambhab Park, HALESİ TUWACHUNG MUNICIPALITY, KHOTANG DISTRICT The single sealed envelope then should be addressed and submitted to: To, Chief Administrative Officer Halesi Tuwachung Municipality Office of the Municipal Executive, Durchhim, Khotang The envelope must clearly bear the name and address of the firm or JV.

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Section 3. Technical Proposal - Standard Forms

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

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3A. Technical Proposal Submission Form (Sample)

Date:-

To,
Chief Administrative Officer
Halesi Tuwachung Municipality
Office of the Municipal Executive
Durchhim, Khotang

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services Feasibility Study & Detailed Design of the Padmasambhab Park of Halesi Tuwachung Municipality, Khotang, District in accordance with your Request for Proposal dated and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

We remain,

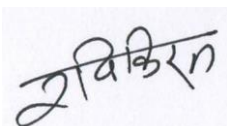
Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:



3B. Consultant's References

Relevant Services Carried Out in the Last Five Years

That Best Illustrate Qualifications

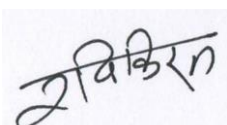
Using the format below, provide information on each assignment for which your Consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

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 NRs
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff, 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: _____

Notes:

1. Please provide the documentary evidence (e.g. completion certificate) clearly showing the name of the job/service, value of service and completion date. Any information without such evidence shall not be entertained.



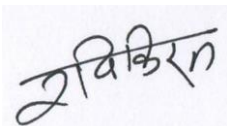
3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Client

On the Terms of Reference:

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

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

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



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3D. Description of the Methodology and Work Plan for Performing the Assignment

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3E. Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Consultant/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

If the staff is permanently employed:

Name of the employing firm:

Date of employment:

Note: Please attach evidence of employment (e.g. Appointment letter, Payment/Salary record, Partnership Agreement, etc.). A personal without such evidence shall not be considered as permanently employed

Engineering Council Membership No. (if applicable):

Contact address / telephone / email :

Key Qualifications:

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

Education:

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

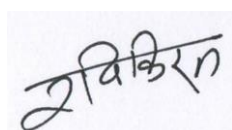
Employment Record:

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

Languages:

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

Certification:



I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I will be available for the proposed job if it is awarded to the firm submitting my bio-data.

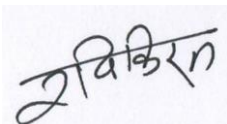
_____ Date: _____

[Signature of staff member and authorized representative of the consultant]

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

A handwritten signature in Hindi script, appearing to read 'अविश्वरु' (Avisvaru), is written on a light blue rectangular background.

3G. Time Schedule for Professional Personnel

			Weeks (in the Form of a Bar Chart)																
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Number of Weeks
																			Subtotal (1)
																			Subtotal (2)
																			Subtotal (3)
																			Subtotal (4)

Full-time: _____

Part-time: _____

Reports Due: _____

Activities Duration: _____

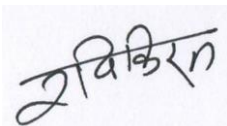
Signature: _____

(Authorized representative)

Full Name: _____

Title: _____

Address: _____



3H. Activity (Work) Schedule

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are weeks from the start of assignment.]</i>															
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th	16th
Activity (Work)																

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

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Section 4. Financial Proposal - Standard Forms

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity.
- 4E. Reimbursable per activity.
- 4F. Miscellaneous expenses.

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4A. Financial Proposal Submission

[Location, Date]

To,
Chief Administrative Officer
Halesi Tuwaching Municipality
Office of the Municipal Executive
Durchhim, Khotang

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services Feasibility Study & Detailed Design of the Padmasambhab Park of Halesi Tuwaching Municipality, Durchhim, Khotang. As per TOR for Halesi Tuwaching Municipality Khotang in accordance with your Request for Proposal dated and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount(s) in words and figures]. This amount is inclusive of total taxes except Value Added Tax (VAT), which we have estimated at [Amount(s) in words and figures].

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:



4B. Summary of Cost

Halesi Tuwaching Municipality

Office of the Municipal Executive

Durchhim, Khotang

BILL OF QUANTITIES

Feasibility Study & Detailed Design of the Padmasambhab Park

Project Name: Padmasambhab Park

Location : Halesi Tuwaching Municipality, Ward No 7, Khotang

Bore hole Nos.: 2 (two)

SN	Particulars	Unit	No.	Rate (excl. VAT)	Rate in words	Amount (excl. VAT)
<i>Desk study and field works</i>						
1	Desk Study including collection of data, maps and other information; planning of the works	Job	1			
2	Field works including general reconnaissance, feasibility study, detailed engineering survey of the site, geological & geomorphologic study, field survey, topographic survey, site selection and environmental study, detailed hydrometric and hydrological study and preliminary soil investigation in test pits	Job	1			
Subtotal of desk study & field works						
Submission of Feasibility Study Report - 3 copies		If the any of the park(s) is found to be unfeasible then the work(s) of that park(s) will be terminated at this stage and payment shall be made according to SCC Clause no. 6.4 (a) & (b) NOTE.				
3	<i>Soil investigation</i>					
3.1	Detail Soil Investigation (Drilling of Bore hole and Laboratory Test):					
	Subsurface Geotechnical Investigation					
a	Excavation of pits/trenches for sub-surface Geo-technical investigation in mixed soil and lifting of material all complete (Length & breath depending upon working condition) as per direction of the Engineer.	Nos	2			
b	Mobilisation and Demobilisation of drilling / Boring equipments, accessories, etc for sub-surface Geo-technical investigation as per direction .	K.M	80			
c	Erect dismantle and move boring rig with drilling equipments at each bore hole complete as directed by the Engineer.	Nos	2			

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d	Rotary core drilling in soil /rock and take continuous rock core to a depth below ground level with Tungstun carbide bits including core sampling all complete as directed (Gravel and BMS Soil)	R.M	48			
3.2	Laboratory Test					
a	Carry out Particle size analysis	nos	2			
b	Carry out Shear Test	nos	2			
c	Determination of LL and PL	nos	2			
d	Determination Specific Gravity of Soil, find particle	nos	2			
e	Determination of bulk density	nos	2			
f	Determination of Moisture Content	nos	2			
4	Detailed design and preparation of reports					
4.1	Detailed design works, preparation of cost estimates, approach roads and preparation of drawing works as per TOR	job	1			
4.2	Submission and presentation of the works as per TOR including 2 copies in electronic formats (CD-ROM) and (separate sets for each site)	job	1			
	Sub Total					
	VAT @13%					
	Grand Total With VAT					

Name and title of authorised Person:

Name and address of firm :

Date:

Seal:

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4C. Breakdown of price per activity.

N/A

4D. Breakdown of remuneration per activity.

N/A

4E. Reimbursable per activity.

N/A

4F. Miscellaneous expenses.

N/A

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Section 5. Terms of Reference

TERMS OF REFERENCE

FOR

Feasibility Study & Detailed Design of the Padmasambhab Park

Name of project: Feasibility Study & Detailed Design of the Padmasambhab Park

District: Khotang

1. INTRODUCTION

Office of the Municipal Executive, Halesi Tuwachung Municipality, Khotang intends to utilize services of engineering consulting firms well experienced in the fields of soil investigation, environment aspects etc. for providing engineering consulting services for detail design work of proposed park(s) including approach roads.

2. OBJECTIVE

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

3. SCOPE OF WORK

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

3.1 **Desk study:**

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

3.2 **Detailed Engineering Study and Survey:**

Detailed engineering study shall include the following:

3.2.1 **Technical Feasibility study:**

It should include reviewing the available data, collecting, reviewing and analysis of field data to be used in the study and conducting analysis to decide upon the technical feasibility of the park site(s). A cost comparison of different types of park shall be made and discussed with the Halesi Tuwachung Municipality before proceeding to park site for soil investigation.

3.2.2 **Geological and Geomorphologic study:**

In this study the following points related to the river, its catchment area and all the considered bridge sites should be studied in detail.

- (i) Topography
- (ii) Nature and structure of the surface soil
- (iii) Nature and structure of local as well as regional geology
- (iv) Other information as needed.

3.2.3 Topographical Survey

The Topographic map should show the following:

- (i) Contours at 1(one) m. intervals in hilly area and at 0.25 m in plain area.
- (ii) Flood lines on either sides of the river in the entire area surveyed.
- (iii) Lines with spot levels along which the bed slope of the river is taken
- (iv) Govt. and/or public establishments
- (v) Traverse lines, benchmarks reference lines and/or points with respect to which the present topo-map is prepared.
- (vi) The Names of the nearest identifiable villages/towns etc. in either sides.
- (vii) Other information relevant to design, construction and/or maintenance of the park.

3.2.4 Consideration on Environment Protection

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

3.3 Subsurface Exploration

After the selection of the proposed park site with alternatives and preparation of topographic maps, the Consultant shall discuss the collected data and the following points with concerned In-charge of the Halesi Tuwachung Municipality, Khotang for final decision of the park site:-

The discussion will be done on the basis of the topographic maps, preliminary findings. After discussion and finalizing of the park site the consultant shall carry out subsurface exploration, which shall include the followings:

3.3.1 Test pits and auguring

Test pits and auger-holes in the riverbed to a depth as mentioned in the BOQ for determining the mean particle size.

3.3.2 Bore-holes, field tests and laboratory tests

The properties of the underlying soil are determined by field and laboratory tests of the soil samples obtained from the bore holes drilled to a depth as mentioned in the next section and/or the Bill of Quantities. As far as possible, the locations of the boreholes shall be under each abutment and piers. Generally the following tests are conducted for determination of soil properties:

SN	Type of test	Frequency
1	Undisturbed Soil Sampling	at least 2 at each borehole
2	Standard Penetration Test	as required but the interval not less than 1.5 m
3	Grain size analysis	at least 2 at each borehole
4	Hydrometer analysis	at least 2 at each borehole
5	Moisture content	at least 2 at each borehole
6	Bulk and dry density	at least 2 at each borehole
7	Unconfined compression test	at least 2 at each borehole
8	Consolidation test	at least 2 at each borehole
9	Direct shear test	at least 2 at each borehole

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If required by the field condition the Consultant shall conduct other types of tests. Similarly the frequency of the above tests can be increased if required. The cost of all the field and laboratory tests shall be incorporated in the cost of soil investigation works. No separate payment shall be made for the tests.

3.3.3 Depth of soil exploration

The depth of soil exploration from ground level shall be as follows:

SN	Type of soil	Governing depth
1	Silty, sandy, clayey soil	3 times the design scour depth, or 1.5 times the least dimension of the foundation footing, or 20 m (if required), whichever is maximum
2	Granular soil (gravels, boulders)	2 times the design scour depth, or 1.5 times the least dimension of the foundation footing, or 16 m, whichever is maximum
3	Rocks (soft or hard)	Not exceeding 8 m.

The above mentioned depths are indicative. The Consultant shall decide the actual required depth of soil investigation according to the field condition and design parameters. But in any case the Consultant shall be paid only up to the depth mentioned in the Bill of Quantities. If rock is found at the beginning or at mid-depth then the drilling works shall not exceed the depth as mentioned in the table above. In such case the payment shall be made only for the actual depth.

For example, if rock is found at a depth of 12 m. and if the maximum required depth is 16 m, then drilling shall continue only for further 4 m., and the payment shall be done for 16 m. If rock is exposed on the surface then drilling shall be done up to a depth of 8 m., and the payment shall be done for 8 m. But if the thickness of rock at the surface is 6 m then the drilling shall continue further to the required maximum depth.

3.3.4 Changes in soil strata

N/A

3.3.5 Soil exploration works to be certified

The Department, if required, may ask the Consultant to submit the soil sample obtained from drilling works and/or a bore-log certified by the concerned Municipality Office.

3.3.6 Other information

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

3.4 Analysis of Data, Conclusion and Recommendation of Design Parameters.

Based upon the above mentioned studies and investigations the consultants shall make the best use of their technical know-how and professional skill to arrive at and recommend the most cost effective design parameters. The consultant shall discuss in detail at least three different options and shall recommend the most appropriate option.

3.5 Miscellaneous

If not covered by aforesaid, the Consultants shall perform other studies, explorations, tests surveys, calculations, etc. required to produce full and complete set of working drawings, specifications, bills of quantities, requirement of materials and complete cost estimates for the park/s including related works

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based upon which construction activities can be started to complete without further study and/or reference to them.

3.6 Detailed design and quantity/cost estimates

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

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

3.7 The checklist

The detailed requirements of the design report are given in the checklist at the end of this TOR. Before submitting the report the consultants should verify whether it complies with the checklist.

4. SUBMISSION OF REPORTS AND PRESENTATION OF THE WORKS

In accordance with DUDBC standard and procedures the consultant shall submit his reports as under:

4.1 Field Report

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

4.2 Preliminary Design Report

This report shall contain the preliminary design concepts and short descriptions relating to the proposed structure and its major components, e.g. superstructure, foundations structures, approach road etc. It shall include location of proposed foundations and arrangement of components along with comparison between the possible alternative types. This report shall be submitted in **two** copies and the content shall be discussed with Municipality office before proceeding to the detail design of the park.

4.3 Draft Final Report

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

- (i) Volume I – Main Report
- (ii) Volume II – Drawings
- (iii) Volume III – Design Calculations
- (iv) Volume IV – BOQ and Special Provisions to Standard Specifications, if any
- (v) Appendices

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

4.4 Presentation of the design

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

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4.4 Final Report

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

4.5 Soft copy (electronic copy) of the design

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

5. TIME SCHEDULE

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

- (i) Inception Report within 3 (Two) weeks started from the date of signing of the Agreement.
- (ii) Draft Report within 1(one) month started from the date of the submission of the field report.
- (iii) Final Report within 2(Two) weeks after receiving Municipality 's Comments and suggestions on the draft report.

6. USE OF COMPUTERS

The Consultant is encouraged to use computers and appropriate analysis and design software. If such software is used the report should contain information on:

- Basic methodology of the analysis/design procedure adopted in the software
- Modelling concepts and applied model(s)
- Input and output parameters

7. WORKING TEAM

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

SN	Personnel	Minimum academic qualification	Minimum years of general experience
1	Team Leader (Structural Engineer)	M.Sc. in Structural Engineering /Equivalent	3 years
2	Geotechnical Engineer/ Engineering Geologist	Msc in Geology or Geotechnical Engineer (preferably Geotechnical engineering)	2 years
3.	Civil Engineer	Bachelor's degree in Civil Engineering	2 years
4.	Architect	Bachelors in Architecture	2 years
5.	Religious Expert	Bachelor's Degree in relevant field	2 years

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6.	Socio Econimist	Master's in Sociology	2 years
7.	Legal Expert	Bachelor of Laws	2 years
8	Sanitary Engineer	Master's Degree in relevant field	2 years

If the Consultants wish to apply for more than one job/package then separate Bridge/Structural Engineer (Team Leader) shall be proposed for each job/package.

8. DEFECT LIABILITY

8.1 Responsibility for survey and design

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

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

8.2 Assistance during construction phase

During construction the consultants, upon written request from the Halesi Tuwachung Municipality, Durbhim, shall visit the site and provide necessary technical assistance. The consultants shall be paid for such visits (travel cost and daily allowances) as per the approved norms. But if any changes in the design are required, the consultants shall furnish it free of cost as per the Condition of Condition of Contract.

8.3 Acceptance of responsibility

The Consultants may be asked to submit signed Statement of Acceptance of Responsibility as mentioned above in sections 8.1 and 8.2 attached together with the final report.

Park Details (Nature of work)	Details
Ghumba Block	Soil investigation (2 nos of hole upto 16 m),Design,Structural Analysis,Cost Estimate & preperition of DPR of 1000 to 1500 Sq.ft for Ground and First floor.
Parking Area	Design,Structural Analysis,Cost Estimate & preperition of DPR of 500 to 700 Sq.ft gound floor.
Garden	
Pond	

2 विक्रम

Approach roads & Disable friendly walk ways	
Hall	
Statues	
Muesium or libraries	
Buddhism teaching centre	
Management of rainwater drainage system	
Provision of electricity & sanitation	

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SAMPLE FORM OF CONTRACT

THIS CONTRACT “**Feasibility Study & Detailed Design of the Padmasambhab Park**” is entered into this**date**, by and between Halesi Tuwaching Municipality (“*the Client*”) having its principal place of business at Durghim, Khotang, Nepal and (“*the consultant*”) having its principal office located at (“*location*”).

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

Services The Consultant shall perform the services specified in “Terms of Reference and Scope of services,” which is made an integral part of this Contract (“the Services”)

The Consultant shall provide the personal list, “Consultant’s Personal,” to perform the services.

The Consultant shall submit to the Client the reports in the form and within the time periods specified, “Consultant’s Reporting Obligations.”

Term The Consultant shall perform the Service during the period commencing and continuing through

Payment **A. Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant and amount not to exceed NRs.(In words:.....) with VAT. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The Schedule of payments is specified below:

-**30% of total contract amount** upon the Client’s receipt of the inception reports;

-**60% of the contract amount** upon the Client’s receipt of the draft report, acceptable to the Client.

-**10% of total contract amount** upon the Client’s receipt of the final report, acceptable to the Client.

Project **A. Coordinator.**

Administration

The Client designates Mr as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptances and approval of the reports and of other deliverables by the Client and for receiving and approving invoice for the payment.

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B. Reports.

The reports listed, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

- Performance Standards** The Consultant undertakes to perform the Service with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under contract that the Client considers unsatisfactory.
- Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business operation without the prior written consent of the Client.
- Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software
- Consultants not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- Insurances** The Consultants will be responsible for taking out any appropriate insurance coverage.
- Assignment** The consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- Law Governing Contract and Language** The Contract shall be governed by the laws of Nepal and the language of the Contract shall be English.
- Dispute Resolution** Any Dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Nepal.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by:

Signed by:

Title:

Title:.....

WITNESS

सुदूरपश्चिम

सुदूरपश्चिम