



BAGAMATI PROVINCIAL GOVERNMENT
MINISTRY OF PUBLIC INFRASTRUCTURE DEVELOPMENT

**TRANSPORT INFRASTRUCTURE DIRECTORATE
HETAUDA, NEPAL**

**Selection of Firms
(Time Based)**

Request for Proposal

for

PROVIDING TECHNICAL ASSISTANCE

for

TRAIL BRIDGE SUB-SECTOR PROGRAM IN PROVINCE

RFP No: TID/BAG/PTAP/080/081/RFP/01
Financing Agency: Provincial Government Budget

Firm's Name and address:

Issued on: 2081/02/09

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ई. पुष्करप्रसाद पोखरेल
वा.सु. निर्देशक
NEC No.: 4122 Civil "A"

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PART I


ई. पुष्करप्रसाद पोखरेल
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NEC No.: 4122 Civil "A"

Section 1: Letter of Invitation
Bagmati Province Government
Ministry of Physical Infrastructure Development
Transport Infrastructure Directorate
Hetauda, Nepal

RFP No: TID/BAG/PTAP/080/081/RFP/01
Date:2081/02/09

Dear Mr./Ms.:

1. Bagmati Province Government has allocated fund toward the cost of trail bridge sub-sector program and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following services (hereinafter called "Services"): Technical Assistance. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Firms: [Insert the list of shortlisted Firms].
M/s ERMC-API Point-Chameliya Point JV, Babarmahal Kathmandu, consult.api.point@gmail.com phone : 9848448364
M/s RIDC –GLOBAL JV, Dhapasi Kathmandu, info@ridc.com.np phone:9851132180
M/s Rishikesh-REMREC-CARD JV, Imadol Lalitpur, rishikesh_spl@yahoo.com phone 015202473
M/s Sakhuwa-SEBAC Nepal JV, Imadole-6, Lalitpur sakhuwaengineering@gmail.com phone: 9851184286
M/s SITARA-NORTHSTAR-E2SERVICES JV, Chakupat, Patan Lalitpur , sitaraconsult.np@gmail.com phone: 015549045
4. It is not permissible to transfer this invitation to any other firm, such as Firm's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Firm drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
5. A Firm will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP
6. The RFP includes the following documents:
Section 1 – Letter of Invitation
Section 2 – Instructions to Firms and Data Sheet
Section 3 – Technical Proposal - Standard Forms
Section 4 – Financial Proposal - Standard Forms
Section 5 – Eligible Countries
Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices
Section 7 – Terms of Reference
Section 8 – Standard Forms of Contract
7. Please inform us by [insert date], in writing at [insert address], by facsimile [insert facsimile number], or by E-mail info.tidpr3@gmail.com / roadtid@bagamati.gov.np
(a) That you received the letter of invitation; and

(b) Whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Firms (ITC), Data Sheet 14.1.1).

8. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,

(Er. Pushkar Prasad Pokharel)

Acting Director



श्री. पुष्करप्रसाद पोखरेल
वा.सु. निर्देशक
NEC No.: 4122 Civil "A"



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श. पुकराण मीखरेल
वा.मु. निर्देशक
NEC No.: 3122

A. General Provisions	
1. Definition	<p>a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Firm.</p> <p>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.</p> <p>c) “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>d) “Client” means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Firm.</p> <p>e) “Firm” means a legally-established professional Firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>f) “Contract” means a legally binding written agreement signed between the Client and the Firm and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>g) “Data Sheet” means an integral part of the Instructions to Firms (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>h) “Day” means a calendar day.</p> <p>i) “Development Partner (DP)” means the country/institution funding the project as specified in the Data Sheet.</p> <p>j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Firm, Sub-Firm or Joint Venture member(s).</p> <p>k) “Government” means the government of the Nepal.</p> <p>l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Firm where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Firm’s proposal.</p> <p>n) (n). “ITC” (this Section 2 of the RFP) means the Instructions to Firms that provides the shortlisted Firms with all Information needed to prepare their Proposals.</p> <p>o) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Firms.</p> <p>p) “Non-Key Expert(s)” means an individual professional provided by the Firm or its Sub-Firm 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 Firm.</p> <p>r) "RFP" means the Request for Proposals prepared by the Client for the selection of Firms, 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 Firm pursuant to the Contract.</p> <p>u) "Sub-Firm" means an entity to whom the Firm 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 Firm, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Firm from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Firms are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Firm.</p> <p>2.3 The Firms should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Firms' expense.</p> <p>2.4 2.4 The Client will timely provide, at no cost to the Firms, the inputs, relevant project data, and reports required for the preparation of the Firm's Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Firm is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The Firm 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 Firm or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless Stated otherwise in the Data Sheet, the Firm shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting activities</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,</p>

	works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	II. <u>Conflict among consulting assignments:</u> a Firm (including its Experts and Sub-Firms) 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 Firm for the same or for another Client.
c. Conflicting relationships	III. <u>Relationship with the Client's staff:</u> a Firm (including its Experts and Sub-Firms) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Firms together with this RFP all information that would in that respect give such Firm any unfair competitive advantage over competing Firms.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP require 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, Firm shall permit and shall cause its sub-Firms 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 Firms shall be aware of the provisions on fraud and corruption Stated in Clause GCC 10.1.
6. Eligibility	6.1 The GoN/DP permits Firms (individuals and Firms, including Joint Ventures and their individual members) from the eligible countries as Stated in Section 5 to offer consulting services for GoN/DP-financed projects. 6.2 Furthermore, it is the Firm's responsibility to ensure that its Experts, joint venture members, Sub-Firms, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 A firm or an individual sanctioned by the GoN/DP in accordance with the above Clause 5.1 shall be ineligible to be awarded a GoN/DP-financed contract, or to benefit from a GoN/DP-financed contract, financially or otherwise, during such period of time as the GoN/DP shall determine. The list of debarred Firms and individuals is available at the electronic address specified in the Data Sheet . 6.3.2 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or

	<p>existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible Firm.</p>
<p>b. Prohibitions</p>	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
<p>c. Restrictions for public employees</p>	<p>6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a Firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).</p>
<p>B. Preparation of Proposals</p>	
<p>7. General Considerations</p>	<p>7.1 In preparing the Proposal, the Firm is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<p>8. Cost of Preparation of Proposal</p>	<p>8.1 The Firm 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 Firm.</p>
<p>9. Language</p>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Firm and the Client, shall be written in the English language.</p>
<p>10. Documents Comprising the Proposal</p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 The Firm 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).</p>
<p>11. Only one Proposal</p>	<p>11.1 The Firm (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 Firm, 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-Firm, or the Firm's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.</p>
<p>12. Proposal Validity</p>	<p>12.1 The Data Sheet indicates the period during which the Firm's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Firm shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Firm'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</p>

	<p>may be subject to blacklisting in accordance with Clause 5 of this ITC.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Firms who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Firm agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Firm shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</p> <p>12.6 The Firm has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further</p>
<p>b. Substitution of Key Experts at Validity Extension</p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Firm 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 Firm 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>
<p>c. Sub-Contracting</p>	<p>12.9 The Firm shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>



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<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Firm may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Firms. 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 Firms and will be binding on them. The shortlisted Firms 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 Firms reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Firm may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Firm must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Firm considers that it may enhance its expertise for the assignment by associating with other Firms in the form of a Joint Venture or as Sub-Firms, it may do so with either (a) non-shortlisted Firm(s), or (b) shortlisted Firms if permitted in the Data Sheet. In all such cases a shortlisted Firm 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 Firm shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Firm's own estimates for the same.</p> <p>14.1.3 If Stated in the Data Sheet, the Firm shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>



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15. Technical Proposal Format and Content	15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. 15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet .
a. Price Adjustment	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so Stated in the Data Sheet .
b. Taxes	16.3 The Firm and its Sub-Firms and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Firm may express the price for its Services in the currency or currencies as Stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be Stated in the Nepalese Rupees.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	



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17. Submission, Sealing, and Marking of Proposals

- 17.1 The Firm shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Firm has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Firm shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Firm, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**."
- 17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Firm, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

	<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, Firm's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p>18. Confidentiality</p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Firm 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 Firms 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 Firm.</p> <p>18.2 Any attempt by shortlisted Firms or anyone on behalf of the Firm 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 Firm wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>



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<p>19. Opening of Technical Proposals</p>	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Firms' authorized representatives who choose to attend. The opening date, time and the address are Stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Firm or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<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 Firm 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>21. Evaluation of Technical Proposals</p>	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 Proposed experts, involved in the Firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>



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<p>22. Financial Proposals for QBS</p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Firm 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 Firm is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Firms 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 Firm's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Firms 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 Firm's attendance at the opening of the Financial Proposals is optional and is at the Firm'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 Firms whose proposals have passed the minimum technical score. At the opening, the names of the Firms, 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> <ol style="list-style-type: none"> a) Name and address , b) Proposed service charge, c) Discount offered, if any; d) Description of the discrepancies, if any, between figure and words, e) Whether the financial proposal is signed or not by authorized representative of Firm, f) If any matter or content of the financial proposal is effaced whether such efface is signed by the Firm or his/her representative or not and the details of the amount and the content effaced, g) Other necessary matters considered appropriate by the Public Entity <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>24. Correction of Errors</p>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<p>a. Time-Based Contracts</p>	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>



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<p>b. Lump-Sum Contracts</p>	<p>24.2 If a Lump-Sum contract form is included in the RFP, the Firm 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>25. Taxes</p>	<p>25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Firm's Financial proposal, and, therefore, included in the 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 Firm's Financial Proposal and, hence, included in the evaluation. Information on the Firm's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.</p>
<p>26. Conversion to Single Currency</p>	<p>26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.</p>
<p>27. Combined Quality and Cost Evaluation</p>	
<p>a. Quality- and Cost-Based Selection (QCBS)</p>	<p>27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
<p>b. Fixed-Budget Selection (FBS)</p>	<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 Firm that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Firm to negotiate the Contract.</p>
<p>c. Least-Cost Selection (LCS)</p>	<p>27.4 In the case of Least-Cost Selection (LCS), the Client will select the Firm with the lowest evaluated total price among those Firms that achieved the minimum technical score, and invite such Firm to negotiate the Contract.</p>
<p>D. Negotiations and Award</p>	
<p>28. Negotiations</p>	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Firm's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Firm.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Firm'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>

<p>a. Availability of Key Experts</p>	<p>28.3 The invited Firm 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 Firm's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Firm.</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 Firm, including but not limited to death or medical incapacity. In such case, the Firm 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>
<p>b. Technical negotiations</p>	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<p>c. Financial negotiations</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>29. Conclusion of Negotiations</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 Firm's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Firm in writing of all pending issues and disagreements and provide a final opportunity to the Firm to respond. If disagreement persists, the Client shall terminate the negotiations informing the Firm of the reasons for doing so. The Client will invite the next-ranked Firm to negotiate a Contract. Once the Client commences negotiations with the next-ranked Firm, the Client shall not reopen the earlier negotiations.</p>



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<p>30. Award of Contract</p>	<p>30.1 Pursuant to Clause 29.1 of this ITC, the Firm, 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 Firm and other short-listed Firms 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 Firm, selected as per Clause 30.1 of this ITC shall be accepted and the successful Firm shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Firm fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the Firm whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>31. Request for Information/ Complaints</p>	<p>31.1 A Firm, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Bata Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p>

	<p>31.2 Any Firm, 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 Firm 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>32. Conduct of Firms</p>	<p>32.1 The Firm 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 Firm 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"> a. give or propose improper inducement directly or indirectly, b. distortion or misrepresentation of facts c. engaging or being involved in corrupt or fraudulent practice d. interference in e. participation of other prospective bidders. f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, g. collusive practice among Firms before or after submission of proposals for distribution of works among Firms or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. h. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract.



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<p>33. Blacklisting</p>	<p>33.1 Without prejudice to any other rights of the client under this Contract the Public Procurement Monitoring Office may blacklist a Firm for his conduct up to three years on the following grounds and seriousness of the act committed by the Firm:</p> <ol style="list-style-type: none"> a) if it is proved that the Firm committed acts pursuant to the Clause 32.2 of the ITC, b) if the Firm fails to sign an agreement pursuant to Clause 30.2 of the ITC, c) if it is proved later that the Firm has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract, d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract. e) if it is proved that the contract agreement signed by the Firm was based on false or misrepresentation of Firm's qualification information, f) If the Firm fails to submit the professional liability insurance within the period stipulated in the contract. <p>33.2 A Firm 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 Data Sheet.</p>
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E. Data Sheet

A. General

ITC Clause Reference	
1	Development Partner (DP) is: NA
1.1 (definitions)	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.
2.1	<p>Name of the Client: Transport Infrastructure Directorate ,Bagmati Province, Hetauda, Nepal</p> <p>The method of selection is: Quality and Cost Based Selection</p>



[Handwritten signature]

<p>2.2</p>	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name, objectives, and description of the assignment are:</p> <p>Name: Provincial Technical Assistance Provider</p> <p>Objectives: to provide technical assistance in supporting TID/IDOs, Palikas and other stakeholders in Planning / Budgeting, DPR preparation and Quality Assurance of entire project cycle in implementation of trail bridge sub-sector program.</p> <p>Description: As detailed in the Terms of Reference (TOR).</p>
<p>2.3</p>	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 2081/02/28 Time: 13:00 PM Address: TID Office ,Hetauda Telephone: 057522478/522178 Facsimile: E-mail: info.tidpr3@gmail.com / roadtid@bagamati.gov.np Contact person/conference coordinator: Mr.Hari Prasad Ojha (Engineer, Officer Level 8th) 9855074453</p>
<p>2.4</p>	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to Section 7, TOR</p>
<p>3.1</p>	<p>[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Firms]</p>
<p>3.2</p>	<p>A list of debarred Firms and individuals is available at the following website: http://ppmo.gov.np/</p>
<p>B. Preparation of Proposals</p>	

<p>10.1</p>	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> 1) Power of Attorney to sign the Proposal 2) Proof of Legal Status and Eligibility (Firm registration with renewal, VAT/PAN registration, Tax clearance of FY 074/75, Self-declaration, JV agreement in case of JV and submission of proposal procured by itself (name of firm or JV firm) - all documents are Mandatory. 3) TECH-1 4) TECH-2 5) TECH-3 6) TECH-4 7) TECH-5 8) TECH-6 9) TECH-7 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <ol style="list-style-type: none"> 1) FIN-1 2) FIN-2 3) FIN-3 4) FIN-4 <p>Proof of legal status establish Firm's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"> • Certificate of incorporation.
<p>11</p>	<p>Joint Venture :</p> <p>Maximum number of Firms in a Joint Venture shall be 3 (three). Copies of the Joint Venture (JV) agreement shall be attached with the Technical and Financial Proposal.</p> <p>If a JV is awarded a job, the JV must be registered in the VAT office. A copy of the VAT</p>
<p>11.1</p>	<p>Participation of Sub-Firms, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p>
<p>12.1</p>	<p>Proposals must remain valid for 90 calendar days after the proposal submission deadline.</p>
<p>12.9</p>	<p>Sub-contracting is allowed for the proposed assignment No</p>
<p>13.1</p>	<p>Clarifications may be requested no later than 10 days prior to the submission deadline. The contact information for requesting clarifications is: As per clause 2.3 of data sheet</p>
<p>14.1.1</p>	<p>Shortlisted Firms may associate with</p> <ol style="list-style-type: none"> a) non-shortlisted Firms (Consultants / NGOs): Yes b) other shortlisted Firms: No

16.1	<ol style="list-style-type: none"> 1. a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; 2. cost of travel by the most appropriate means of transport and the most direct practicable route; 3. cost of office accommodation, including overheads and back-stop support; 4. communications costs; 5. cost of reports production (including printing) and delivering to the Client; 6. cost for premium and other expenses for professional liability Insurance as described in prevailing PPA and PPR
16.2	A price adjustment provision applies to remuneration rates: NA
16.3	“Information on the Firm’s tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np .”
16.4	The Financial Proposal shall be Stated in Nepalese Rupees .
C. Submission, Opening and Evaluation	
17.1	The Firms shall not have the option of submitting their Proposals electronically .
17.5	<p>The Firm must submit:</p> <ol style="list-style-type: none"> (a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original.
17.8	<p>The proposals must be received at the address below no later than:</p> <p>Date: 2081/03/07Time: 12:00 hr</p> <p>The Proposal submission address is: Transport Infrastructure Directorate, Hetauda</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: same as the Proposal submission address</p> <p>Date: same as the submission deadline indicated in 17.8. Time: 13:00 hr</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>

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 NEC No.: 4122 Civil "A"

21.1

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

	Points
(i) Specific experience of the firm related to the assignment:	20
1. Geographical coverage (NGO/Firm's experience working in number of districts of Bagmati Province)	5
2. Experience in Trail Bridges (DPR Preparation /Design Verification/Construction Supervision)	15
ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	30
1. Understanding on TB SWAp, Implementation Approach. TA – reflection on expected outcomes, what is missing and what can be modified to achieve the objective	10
2. Reflection/Comments on Staff ToR. Personnel – reflection on adequacy of staffs, alternative measures for effective delivery	5
3. Plan and methodology with reflection on anything new and innovative approach which can be applied to achieve the outcomes effectively and efficiently.	15
<i>{Notes to Firm: 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>	
(iii) Qualifications and Experience of the key staff for the Assignment	45
<i>{Notes to Firm: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Firm}</i>	
Program Coordinator (General Qualification and Experience as per ToR)	14
Technical Coordinator (General Qualification and Experience as per ToR)	10
Technical officer (General Qualification and Experience as per ToR)	6 x 3.5
	=21
iv) Suitability of the transfer of knowledge Program or Training	5
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:	
(i) General Qualifications	[weight 30%]
(ii) Experience	[weight 70%]
Total weight:	100
The minimum technical score (St) required to pass is 70 Points on scale of 1 to 100.	

23.1	An online option of the opening of the Financial Proposals is offered: yes
23.1 and 23.2	The Client will read aloud only overall technical scores .
26.1	NA
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</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>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.9 and P = 0.1</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: S = St x T + Sf x P</p>
D. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 081/04/15</p> <p>Address: same as the submission place indicated in 17.8.</p>
30.4	<p>Expected date for the commencement of the Services:</p> <p>Date: 7 days after the date of Agreement</p>
31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of 0.50% of the estimate .
33.2	A list of blacklisted Firms is available at the PPMO's website: http://www.ppmo.gov.np


	<p>Joint Venture</p> <p>Copies of the Joint Venture (JV) agreement shall be attached with the Technical and Financial Proposal.</p> <p>If a JV is awarded job, the JV must be registered in the VAT office. A copy of the VAT registration certificate shall be submitted before contract agreement.</p> <p>Conditions of Rejection / Non-consideration of the Proposals:</p> <ol style="list-style-type: none"> 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. iii. If any Statement in the Technical Proposal provides information or indication about the financial proposal
	<p>Submission of the Proposals</p> <p>Both the Technical Proposal and Financial Proposal must be sealed in separate envelopes marked clearly in BLOCK letters as follows:</p> <p style="text-align: center;"> TECHNICAL / FINANCIAL PROPOSAL for Providing Technical Assistance for Trail Bridge Sub-Sector Program In Bagmati Province </p> <p>CONTRACT IDENTIFICATION NO. :</p> <p>Both the envelopes then should be placed into a single envelope, which shall be sealed again and marked clearly as follows:</p> <p style="text-align: center;"> TECHNICAL & FINANCIAL PROPOSAL for Providing Technical Assistance for Trail Bridge Sub-Sector Program In Bagmati Province </p> <p>CONTRACT IDENTIFICATION NO. :</p> <p>The single sealed envelope then should be addressed and submitted to: The Director. Transport Infrastructure Directorate / MoPID Hetauda, Makwanpur, Bagmati Province</p>



Section 3. Technical Proposal – Standard Forms

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM


स.स. विदेशक
NEC No.: 4122 Civil "A"

{Location, Date}

**To: The Director
Transport Infrastructure Directorate
Hetauda, Makwanpur
Bagmati Province**

Dear Sirs:

We, the undersigned, offer to provide the services for **providing Technical Assistance for Trail Bridge Sub-Sector Program in Bagmati Province Contract Identification No.....** in accordance with your Request for Proposals dated and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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

We 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-Firms or any of the proposed experts prepared the TOR for this service assignment.
- f) Except as Stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those Stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations



h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

NEC No.: 4122 Civil "A"

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 Firm (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


श्री. पुष्करप्रसाद पोखरेल
वा.सु. निर्देशक
NEC No.: 4122 Civil "A"

FIRM'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Firm's organization and an outline of the recent experience of the Firm 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 Firm's Key Experts and Sub- Firms 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 Firm), and the Firm's role/involvement.

A - Firm'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 - Firm's Experience

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



[Handwritten Signature]

Using the format below, provide information on each assignment for which your Firm/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 Firm/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 Firms, If Any:		No. of Months of Professional Staff Provided by Associated Firms:
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:		

Firm'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.



FORM TECH-3

ई. पुष्करप्रसाद पोखरेल
वा.मु. निर्देशक
NEC No.: 4122 Civil "A"

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


ई. पुंकरप्रसाद पोखरेल
वा.मु. निर्देशक
NEC No.: 4122 Civil "A"

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

(Handwritten Signature)

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 NEC No.: 4122 Civil "A"

WORK SCHEDULE AND PLANNING FOR DELIVERABLES (Not Applicable)

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

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



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

Total time input = 12 Months per year for each Expert

SN	Name of expert proposed for TA PROVIDER	Area of Expertise	Academic Qualification	Position	Experience in Similar Position (yrs)	Experience in Trail Bridge building (years and months)*	Experience in Rural/Local Infrastructure with Local Government (years and months)*	Man/ Women	Caste/ Ethnicity
National									
1				Program Coordinator ¹					
2				Technical Coordinator ²					
3				Technical Officer ³					
4				Technical Officer ³					
5				Technical Officer ³					
6				Technical Officer ³					
7				Technical Officer ³					
8				Technical Officer ³ (Maintenance)					
9				Finance & Admin Officer ⁴					




श्री. पुष्करप्रसाद पोखरेल
का.मु. निर्देशक
NEC No.: 4122 Civil PAP

1. Master's Degree in Civil Engineering and 5 years similar work experience.
2. Bachelor's degree in civil engineering with 3 yrs similar work experience in rural / local infrastructure and training or elective course in trail bridges.
3. Diploma in civil engineering with 3 yrs similar work experience in rural / local infrastructure or TSLC in civil engineering with 5 yrs work experience in trail bridge building.
4. Bachelor's Degree in Commerce, Business Studies, Business Administration or in Business Management with Finance/Accounting and having years' work experience in similar field.
- ❖ **While counting working experience, 12 effective months will be considered as one year**
5. PTAP may propose alternative experts with equivalent qualification and experiences in reserve in case the main proposed expert will not be available at the time of the commencement of the assignment.



**FORM TECH-7
CURRICULUM VITAE (CV)***


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 NEC No.: 4122 Civil "A"

Position Title	
Name of Firm	<i>Insert name of firm proposing the expert</i>
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	

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

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

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/Firm 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

<p>Detailed Tasks Assigned [List all tasks to be performed under this assignment]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks under this assignment]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p>
--	---



[Handwritten signature]

	Size of the Projects managed: _____ Positions held: _____ Activities performed: _____ _____ _____ _____
Area of Expertise <i>[Indicate exposures in the following areas in numbers of years]:</i>	Worked in community rural infrastructure: _____ Worked in trail bridges for years: Worked with local governments and local communities foryears

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

Certification:

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

- (i) This CV correctly describes my qualifications and experience
- (ii) I am not a current employee of the GoN
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.
- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment
- (v) I am not currently debarred by a multilateral development bank (In case of DP funded project]
- (vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.
- (vii) I declare that Corruption Case is not filed against me.

I understand that any willful mis Statement 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

[Handwritten signature]

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NEC No.: 4122 Civil "A"

{Notes to Firm shown in brackets { } provide guidance to the Firm 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 Sum



ई. पुष्करप्रसाद पोखरेल
वा.मु. निर्देशक
NEC No.: 4122 Civil "A"

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: **The Director**
Transport Infrastructure Directorate,
Hetauda, Makwanpur

Dear Sirs:

We, the undersigned, offer to provide the services for technical assistance 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: _____




ई. पुष्करप्रसाद पोखरेल
बाराकान्ठ
REG No.: 4122

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



Form FIN-2 Summary of Costs


 ई. पुकरप्रसाद पोखरेल
 वा.म. निर्देशक
 NEC No.: 4122 Civil "A"


Item	Cost			
	{Firm must Province the proposed Costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the currency(ies) expressed. Delete columns which are not used.}			
	2024/025 (12 Months)	2025/026 (12 Months)	2026/027 (12 Months)	Total NRs.
1. Competitive Components				
A. Remuneration (Personal Costs)				
Total Costs (A)				
B. Office Management Cost*				
Sub-Total (A+B)				
VAT @ 13%				
Total				
2. Non-Competitive Components				
Reimbursable Expenses				
Total				
Total Cost of the Financial Proposal¹ (1+2)				

Office Management Cost*is to cover all operational costs including office establishment, office equipment (computers, A3 printer, scanner, A3 photocopy machine etc.), depreciation cost of one vehicle (four wheel drive pickup), electricity, stationery, audit, communication, reporting and all other relevant costs including profit is applicable.

¹ Should match the amount in Form FIN-1.



FORM-3 BREAKDOWN OF REMUNERATION¹


 ई. पुकरप्रसाद पोखरेल
 वा.मु. निर्देशक
 NEC No.: 4122 Civil "A"

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

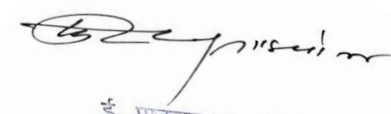
Position	NRs.								
	Basic monthly salary*	With 30% markup**	2024/025 (12 Months)	Basic monthly salary	With 30% markup	2025/026 (12 Months)	Basic monthly salary	With 30% markup	2026/027 (12 Months)
Program Coordinator,									
Technical Coordinator									
Tech. Officer									
Tech. Officer									
Tech. Officer									
Tech. Officer									
Tech. Officer									
Tech. Officer (Maintenance)									
Finance & Admin Officer									
Driver									
Office Assistant									
Total									

¹ In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

² As identified in the Summary and Personnel Evaluation Sheet

* Remuneration shall be realistic as per prevailing market rate.

** 30% markup of basic salary includes provident fund, gratuity, and additional salary for festival allowance and medical and accidental insurance.



**FIRM'S REPRESENTATIONS REGARDING COSTS AND CHARGES (Not Applicable)
(EXPANDED FORM TO FIN-3 - QBS)**

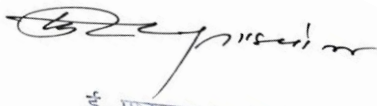
Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
<i>Home Office</i>									
<i>Client's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


श. पुष्करप्रताप पोखरेल
का.मु. निर्देशक
NEC No.: 4122 Civil "A"

Firm:
Assignment:

Country:
Date:

Firm'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 Firm'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 Firm 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 Firm]

Signature of Authorized Representative

Date

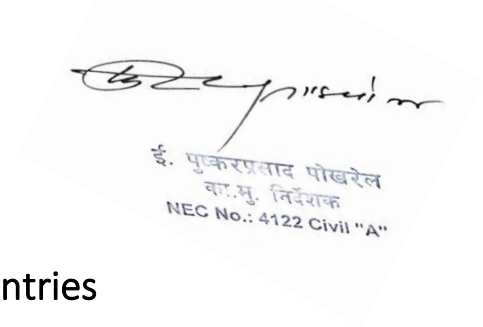
Name: _____

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 Firm 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 NRs.	Unit Price	Amount NRs.
<i>Per diem allowances and Accommodation with Travel (Rate as per GoN rules)</i>	36	PS/Months			54,47,520.00
<i>Vehicle operation ,fuel and Maintenance (one pickup vehicle)</i>	36.	PS/Months			29,20,320.00
Rental Cost of 4 Wheel Pickup	36	PS/Months			28,80,000.00
Office Rent in Kathmandu Valley	36	PS/Months			18,00,000.00
Sub-Total: Reimbursable Expenses					1,30,47,840.00
<i>Item 1 (Not Applicable)</i>					
<i>Item 2 (Not Applicable)</i>					
Sub-Total: Provisional Sums					
Total: Reimbursable Expenses + Provisional Sums					1,30,47,840.00



Section 5. Eligible Countries


Nepal

Section 6. Corrupt and Fraudulent Practices

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

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




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का.सु. निर्देशक
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Section 7. Terms of Reference

Please refer to Appendices

APPENDIX A – TERMS OF REFERENCE

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes standard Contract forms for Technical Assistance Services (a Time-Based Contract).
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the Firms required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Firm provides services on a timed basis according to quality specifications, and Firm's remuneration is determined on the basis of the time actually spent by the Firm in carrying out the Services and is based on (i) agreed upon unit rates for the Firm's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) other expenses and provisional sums using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Firm and to be involved in the daily execution of the assignment.

STANDARD FORM OF CONTRACT

Technical Assistance Provider's Services

Time-Based Form of Contract

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6.	Communications.....	5
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13.	Commencement of Services.....	6
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15.	Entire Agreement.....	6
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वा.सु. २१
NEC No.: 4122 Civil "A"

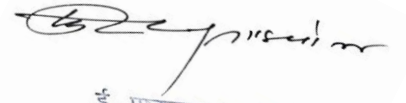
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Firm's Services



Time-Based

CONTRACT FOR FIRM'S SERVICES Time-Based


ई. पुष्करप्रसाद पौखरेल
वा.मु. निर्देशक
NEC No.: 4122 Civil "A"

Project Name Trail Bridge Sub-Sector Program

Contract No. _____

between

Transport Infrastructure Directorate (TID) / MoPID
Hetauda, Makwanpur
Bagmati Province

and

[Name of the Firm]

Dated: _____



[Signature]
 इ. पुष्करप्रताप पोखरेल
 का.मु. निर्देशक
 NEC No.: 4122 Civil "A"

I. Form of Contract

Time-Based

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

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, Transport Infrastructure Directorate (TID /MoPID (hereinafter called the "Client") and, on the other hand, [name of Firm] (hereinafter called the "Firm").

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices: : **[Note: If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**

- | | |
|-------------|--|
| Appendix A: | Terms of Reference |
| Appendix B: | Key Experts |
| Appendix C: | Cost Estimates in Foreign Currency (Not Applicable) |
| Appendix D: | Cost Estimates in Local Currency |
| Appendix E: | Form of Advance Payments Guarantee (Not Applicable) |
| Appendix F: | Medical Certificate |
| Appendix G: | Minute of Negotiation Meetings |

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

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



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2. The mutual rights and obligations of the Client and the Firm shall be as set forth in the Contract, in particular:
- (a) the Firm shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Firm in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Firm – name and signature]

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

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

[Name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]



[Handwritten Signature]
 फुकरप्रताप पोखरेल
 का.मु. निर्देशक
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II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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



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

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

- 5.1. The headings shall not limit, alter or affect the meaning of this Contract.



6. Communications

- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

- 8.1. In case the Firm is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Firm's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Firm may be taken or executed by the officials specified in the **SCC**.

10. Corrupt and Fraudulent Practices

a. Commissions and Fees

- 10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.
- 10.2 The Client requires the Firm to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract and/or sanctions by the PPMO.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract**
- 11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Firm instructing the Firm to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective**
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services**
- 13.1. The Firm shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract**
- 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC or such other time period as the Parties may agree in writing.**
- 15. Entire Agreement**
- 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any Statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations**
- 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Definition**
- 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.



- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Firms or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract**
- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- 17.6. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- d. Extension of Time (EoT)**
- 17.8. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Firm, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Firm shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Firm shall continue to be paid under the



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terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

- (a) the Firm had made the best possible efforts to complete
- (b) the work in due time ,
- (c) the facilities to be provided by the Client as per the contract to the Firm was made in time or not,
- (d) the delay was as a result of Force Majeure or not.

18. Suspension

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

19. Termination

19. 1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

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

- (a) If the Firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Firm becomes (or, if the Firm consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;



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 Final Decision Reached Pursuant to Clause GCC 52.1
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- (c) If the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 52.1;
- (d) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Firm fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

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

b. By the Firm

- 19.1.3 The Firm may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Firm pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 52.1 within forty-five (45) calendar days after receiving written notice from the Firm that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 52.1.
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Firm may have subsequently approved in writing) following the receipt by the Client of the Firm's notice specifying such breach.

c. Cessation of Rights and Obligations

- 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23,



(iii) the Firm's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firm and equipment and materials furnished by the Client, the Firm shall proceed as provided, respectively, by Clauses GCC 28 or GCC 29.

e. Payment upon Termination

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses and provisional sums for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

1. C. OBLIGATIONS OF THE FIRM

20. General

a. Standard of Performance

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



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

b. Law Applicable to Services

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

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

- (a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interests

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

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

21.1.1 The payment of the Firm pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Firm's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Firm shall use its best efforts to ensure that any Sub-Firms, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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



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the exercise of such procurement responsibility shall be for the account of the Client.

b. Firm and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

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

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Firm has an obligation and shall ensure that its Personnel and Sub-Firms shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.

22. Conduct of Firms

22.1 The Firm shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.

22.2 The Firm shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the contract agreement :

- (i) give or propose improper inducement directly or indirectly,
- (ii) distortion or misrepresentation of facts
- (iii) engaging or being involved in corrupt or fraudulent practice
- (iv) interference in participation of other prospective Firms.
- (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- (vi) collusive practice among Firms before or after submission of proposals for distribution of works among Firms or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- (vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period



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after opening of proposals up to the notification of award of contract

23. Confidentiality

23.1 The Firms, their Sub-Firms, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

24. Liability of the Firm

24.1 Subject to additional provisions, if any, set forth in the **SCC**, the Firm's liability under this Contract shall be as determined under the Applicable Law.

25. Insurance to be Taken out by the Firm

25.1 The Firm (i) shall take out and maintain, and shall cause any Sub-Firms to take out and maintain, at its (or the Sub-Firms', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

26. Accounting, Inspection and Auditing

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

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

27. Reporting Obligations

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

28. Proprietary Rights of the Client in Reports and Records

28.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Firm for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Firm shall, not later than upon termination or



expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Firm may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

29. Equipment, Vehicles and Materials

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

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

2. D. FIRM'S EXPERTS AND SUB-FIRMS

30. Description of Key Experts

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

30.2 If required to comply with the provisions of Clause GCC 2 adjustments with respect to the estimated time-input of Key Expert set forth in **Appendix B** may be made by the Firm by a written notice to the Client, provided (i) that such adjustments shall not affect the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Firm. In case where payments under this



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Contract exceed the ceilings set forth in Clause GCC 42.1, the Parties shall sign a Contract amendment.

- 31. Replacement of Key Experts**
- 31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Firm's written request and due to circumstances outside the reasonable control of the Firm, including but not limited to death or medical incapacity. In such case, the Firm shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 32. Approval of Additional Key Experts**
- 32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Firm shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within thirty (30) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- 33. Removal of Experts or Sub-Firms**
- 33.1 If the Client finds that any of the Experts or Sub-Firm has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Firm's Expert of Sub-Firm have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while performing the Services, the Firm shall, at the Client's written request, provide a replacement.
- 33.2 In the event that any of Key Experts or Sub-Firms is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Firm to provide a replacement.
- 33.3 Any replacement of the removed Experts or Sub-Firms shall possess better qualifications and experience and shall be acceptable to the Client.
- 34. Replacement/ Removal of Experts – Impact on Payments**
- 34.1 Except as the Client may otherwise agree, (i) the Firm shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
- 35. Working Hours, Overtime, Leave, etc.**
- 35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their



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arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

- 35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Firm's remuneration shall be deemed to cover these items.
- 35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Firm who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

3. E. OBLIGATIONS OF THE CLIENT

36. Assistance and Exemptions

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



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37. Access to Project Site

- (g) Provide to the Firm any such other assistance as may be specified in the **SCC**.

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

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

- 38.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Firm in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Firm under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.1

39. Services, Facilities and Property of the Client

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

- 39.2 In case that such services, facilities and property shall not be made available to the Firm as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Firm for the performance of the Services, (ii) the manner in which the Firm shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Firm as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel

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

- 40.2 If counterpart personnel are not provided by the Client to the Firm as and when specified in **Appendix A**, the Client and the Firm shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Firm as a result thereof pursuant to Clause GCC 42.3.

- 40.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive



direction of the Firm. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Firm that is consistent with the position occupied by such member, the Firm may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

41. Payment Obligation

41.1 In consideration of the Services performed by the Firm under this Contract, the Client shall make such payments to the Firm and in such manner as is provided by GCC F below.

4. F. PAYMENTS TO THE FIRM

42. Ceiling Amount

42.1 An estimate of the cost of the Services payable in foreign currency is set forth in **Appendix C**. An estimate of the cost of the Services payable in local currency is set forth in **Appendix D**.

42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**. The Firm shall notify the Client as soon as cumulative charges incurred for the Services have reached eighty (80) percent of either of these ceilings.

42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. Remuneration and Other Expenses, Provisional Sums and Contingency

43.1 The Client shall pay to the Firm (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) other expenses, provisional sums that are actually and reasonably incurred by the Firm in the performance of the Services.

43.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

43.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Firm shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix**




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B, (iii) the Firm's profit, and (iv) any other items as specified in the **SCC**.

- 43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.
- 44. Taxes and Duties** 44.1 The Firm, Sub-Firms and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is Stated otherwise in the **SCC**.
- 45. Currency of Payment** 45.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.
- 46. Mode of Billing and Payment** 46.1 Billings and payments in respect of the Services shall be made as follows:
- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Firm an advance payment as specified in the **SCC**. An advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective thirty (30) days after the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the Statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
 - (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Firm shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
 - (c) The Client shall pay the Firm's invoices less retention money within thirty (30) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by




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the Firm, the Client may add or subtract the difference from any subsequent payments.

- (d) **The Final Payment**. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Firm and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory forty-five (45) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such forty-five (45) calendar day period, gives written notice to the Firm specifying in detail deficiencies in the Services, the final report or final invoice. The Firm shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Firm to the Client within thirty (30) days after receipt by the Firm of notice thereof. Any such claim by the Client for reimbursement must be made within ninety (90) days after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Firm specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Firm of any obligations hereunder.

47. Retention

- 47.1. The Client shall retain from each payment due to the Firm the proportion Stated in the **SCC** until Completion of the whole of the Works.
- 47.2. One half the total amount retained shall be repaid to the Firm at the time of the payment of the Final Bill pursuant to GCC Clause 46.1 (d).and the remaining half shall be paid to the Firm within 15 days after submission of document issued by the concerned Internal Revenue Office that the Firm has submitted his Income Returns.

48. Interest on Delayed Payments

- 48.1. If the Client had delayed payments beyond fifteen (15) days after the due date Stated in Clause GCC 46.1 (c), interest shall be paid to the Firm on any amount due by, not paid on, such due date for each day of delay at the annual rate Stated in the **SCC**.

49. Liquidated Damages

- 49.1. The Firm shall pay liquidated damages to the Client at the rate per day Stated in the **SCC** for each day that the completion of services is later than the Completion Date. The total amount of



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liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Firm. Payment of liquidated damages shall not affect the Firm's liabilities.

5. G. FAIRNESS AND GOOD FAITH

50. Good Faith

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

6. H. SETTLEMENT OF DISPUTES

51. Amicable Settlement

51.1 The Parties shall use their best efforts to settle seek to resolve any dispute amicably all disputes arising out of or in connection with this Contract or the interpretation thereof by mutual consultation.

52. Dispute Resolution

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

7. I. BLACKLISTING

53. Blacklisting

53.1 Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may blacklist a Firm for his conduct up to three years on the following grounds and seriousness of the act committed by the Firm.

- a) if it is proved that the Firm committed acts pursuant to GCC 22..2,
- b) if the Firm fails to sign an agreement pursuant to Information to Firms Clause 29.3,
- c) if it is proved later that the Firm 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 Firm from participating in the assignment.
- e) if it is proved that the contract agreement signed by the Firm was based on false or misrepresentation of Firm's qualification information,
- f) if the Firm fails to submit the professional liability insurance



A handwritten signature in black ink, appearing to read "Pu. Prasad Pokharel".

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within the period stipulated in the contract.

53.2 A Firm declared blacklisted and ineligible by the Public procurement Office, and or concerned Development Partner in case of donor funded project, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned Development Partner.



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III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(h)	Development Partner (DP) is: NA
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Transport Infrastructure Directorate, Bagamati Province, Hetauda Attention : Director Pushkar Prasad Pokharel _____ Facsimile : _____ E-mail (where permitted): info.tidpr3@gmail.com, roadtid@bagamati.gov.np _____</p> <p>Firm : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p>[Note: If the Firm consists only of one entity, Province "N/A"; OR If the Firm is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</p> <p>The Lead Member on behalf of the JV is _____ _____ [insert name of the member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____ For the Firm: [name, title] _____</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be <i>two months</i></p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be <i>30 months</i></p>
21 b.	<p>The Client reserves the right to determine whether the Firm should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p>



21.1.4 (b)	Additional Prohibition of Conflicting Activities if any Not Applicable
24.1	<p style="text-align: right;">श्री. पुष्करनाथ पखिरेल वा.मु. निर्देशक NEC No.: 4122 Civil "A"</p> <p>No additional provisions.</p> <p>[OR</p> <p>“Limitation of the Firm’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Firm or on the part of any person or a firm acting on behalf of the Firm in carrying out the Services, the Firm, with respect to damage caused by the Firm to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Firms hereunder, or (B) the proceeds the Firms may be entitled to receive from any insurance maintained by the Firms to cover such a liability, whichever of (A) or (B) is higher;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Firm’s liability, if any, for damage to Third Parties caused by the Firm or any person or firm acting on behalf of the Firm in carrying out the Services;</p> <p>(ii) be construed as providing the Firm with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client’s country.</p>
25.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nepal by the Firm or its Experts or Sub-Firms, with a minimum coverage <i>in accordance with the applicable law of Nepal</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage <i>in accordance with the applicable law of Nepal</i>;</p> <p>(a) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-Firms in accordance with the relevant provisions of the applicable law of Nepal, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate;</p> <p>The cost for issuance of insurance shall be deemed to be covered from bid price of financial proposal and no separate payment shall be done.</p>



28.1	NA
28.2	NA
36.1 (a) through (f)	NA
36.1(g)	The client shall provide to the Firm required Office spaces equivalent to minimum 600 sqft in TID and all related documents as listed in "Trail Bridge Strategy, 2062".
42.2	<p>The ceiling in local currency is: NRs.....[insert amount and currency exclusive] of Value Added Tax (VAT).</p> <p>VAT chargeable in respect of this Contract for the Services provided by the Firm shall be paid by the Client to the Firm.</p> <p>The payment schedule: Remuneration including Overhead (as per Competitive Component of Financial Proposal) and Reimbursable cost (as per actual) shall be paid to the Firm every monthly.</p>
43.3	Price adjustment on the remuneration applies.-NA
44.1	i) The Firm, the Sub-Firm and the Experts are responsible for meeting any and all tax liabilities other than Value Added Tax (VAT) arising from the Contract.
45.1	The currency of payment shall be the Nepalese Rupees (NRs.)
46.1(a)	Advance payment: Not Applicable
46.1(b)	<p>[Note: Delete this Clause SCC 46.1(b) if the Firm shall have to submit its itemized Statements monthly. Otherwise, the following text can be used to indicate the required intervals:</p> <p>The Firm shall submit to the Client itemized Statements at time intervals of every quarter..]</p>
46.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>Not Applicable.</i></p> <p>for local currency: <i>[insert account].</i></p>
47.1	The proportion of payments retained is: <i>Not applicable</i>

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<p>48.1</p>	<p>The interest rate is: <i>Not applicable</i></p> <p style="text-align: right;">ई. पु. क. र. प्र. ना. व. पा. खि. र. ल. वा. म. नि. र्दि. शा. क. NEC No.: 4122 Civil "A"</p>
<p>49.1</p>	<p>The liquidated damages is: 0.05% per day. The maximum amount of liquidated damages is: 10% of the sum Stated in the Agreement.</p>
<p>52.</p>	<p>(a) Contracts with foreign Firms: Not applicable</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

Terms of Reference for Province Technical Assistance Provider (PTAP)

1. Context

Foot trails are still the widely used and reliable means of transport for people living in the hills and mountains as well as in the remote areas of Terai. Remoteness and the lack of access to basic services, economic opportunities and natural resources is a major constraint for development in Nepal. Despite recent progress in the expansion of road networks, a substantial portion of the country's rural population continues to rely on trails and tracks for their mobility needs. As such, due to the absence of safe river crossings, many are still restricted in accessing schools, health facilities, farms and other economic opportunities.

In response, the government of Nepal (GoN) has prioritized the trail bridge program as P1, as one of its major thrusts to tackle inaccessibility and bring prosperity to the country.

Trail bridges have been implemented through the Sector Wide Approach (SWAp), Led by Ministry of Urban Development (MoUD)/Department of Local Infrastructure (DoLI). The sub-sector has achieved remarkable success with the implementation of the Trail Bridge SWAp. During this period, average annual outputs increased from 180 trail bridges prior to the implementation of SWAp to over 740 trail bridges per annum by 2023. This remarkable success in trail bridge building has led to the completion of over 10,000+ trail bridges across the country.

However, Nepal still needs an estimated 3,000 new trail bridges, to ensure that all citizens have access to services and markets in the country within the reasonable detour distance. The government is desirous to extend and accelerate the implementation of trail bridges through the sector wide approach to complete all remaining trail bridges in the next 3 years, which includes 350 bridges in Bagmati Province. It has consolidated the achievements and the lessons learnt from the previous phases and responded to the new federal context in line with new Constitution and Local Government Operation Act-2074, which clearly indicates that trail bridge building lies within the jurisdiction and authority of the local government, i.e. Rural / Urban Palikas.

2. Objective

TID/MoPID intends to procure services of Provincial Technical Assistance Provider (PTAP) to support its TID, 8 IDOs and 119 Palikas of Province for planning, monitoring and implementation of trail bridge sub sector program including quality assurance during entire project cycle for the period of July 2024 to July 2027. SDC was providing Technical Assistance and also financial grants for TB SWAp through TBSU/HELVETAS Swiss Inter cooperation. However, SDC TA support has been phased out from November 2023. In this context, the purpose of this assignment is that the PTAP shall take over the role and responsibilities of TBSU concerning technical assistance to the sub sector.

3. TB SWAp

Trail Bridge Sub-sector is a national programme for trail bridge construction and maintenance in a decentralized way, with the intent of working throughout the country and at all levels of the governments.

in the changed context of the restructuring to Federal system, the Tail Bridge Sub-sector Programme and the scope and role of technical assistance have been readjusted in the spirit of

the new Constitution and Local Government Operation Act 2074 by focusing on capacity building of local government and relevant institution at Federal / Province levels.

In order to do so, Province government will procure services of Province technical assistance providers (PTAPs) to support IDOs/TID and Palikas to build and ensure quality trail bridges.

3.1 Goal of Trail Bridge Sector wide Approach

Trail Bridge SWAp will contribute towards a prosperous Nepal, with equitable socio-economic development, by strengthening all levels of the government to provide improved access to basic services and economic opportunities to rural communities, especially disadvantaged groups, by availing safer river crossings within 1-hour detour.

3.2 Outcomes and Outputs

Three outcomes and corresponding outputs presented below will help achieve the goal of Trail Bridge SWAp:

Outcome 1: Nepali citizens, especially disadvantaged groups, use trail bridges to have safer access to basic services and employment opportunities equitably

Implementation of Trail Bridge SWAp will benefit an additional 1 million people annually from safer river crossing facilities and decrease in detour time. This will result in increased school attendances, rise in patients seeking treatment at health facilities and emergence of new market centres and business opportunities.

This outcome will be achieved by the following outputs:

Output 1.1: Users' Committees strengthen their capacity to organize themselves inclusively to build trail bridges

Inclusive Users' Committees will be established to build Short Span Trail Bridges.

Major Activities:

- Inclusive UCs are formed with the support of local NGOs
- Community agreements are signed between UCs and Palikas
- Women UC members are trained on community leadership

Above activities are to be carried out by IDOs of Province / Local Government with support of PTAPs.

Output 1.2: Users' committees strengthen their capacity to build good quality trail bridges equitably and transparently.

Trained Users' committee members and local bridge craft persons will build good quality Short Span Trail Bridge trail bridges with technical assistance of NGOs and TA provider transparently. During construction, 5.5 million person-days (including 2.7 million for disadvantaged groups) of employment will be generated.

Major Activities:

- DMBT trainings for UCs are planned and implemented with support from NGOs
- NGOs organize public hearings
- UCs organize public audits with support from NGOs
- UCs maintain project books at bridge site with support from NGOs
- Insurance for laborers are procured
- NGOs monitor employment opportunities generated during bridge construction, ensuring timely payment and equal pay for equal work
- NGOs provide social and technical support during entire cycle of bridge construction

- At least 3 trail bridges annually undergo random load testing in the Province

PTAP shall support IDOs and Palikas of the Province to carry out the above activities.

Outcome 2: Governments at all levels implement Trail Bridge Strategy to construct and maintain trail bridges equitably

All government levels will incorporate prioritized trail bridge plans and budgets within their annual plans and will adapt and adhere to the norms, standards, technologies, demarcation conventions and implementation modalities as detailed in the Trail Bridge Strategy and its core manuals.

This outcome will be achieved by the following outputs:

Output 2.1: Province governments strengthen their capacity to build technically complex, extra-long LSTBs (>280 m) and inter-Province boundary bridges equitably

Trained technical personnel within Infrastructure Development Offices will build complex, inter-Province boundary and Long Span Trail Bridges (>280 m). Focal persons will manage monitoring systems and stores within their administrative boundaries. On availability of internal resources, Provinces may procure wire-ropes and bull-dog grips. Steel parts, may also be procured at the request of Palikas.

Major Activities:

- Technical staff within IDOs are trained on trail bridge building, including procurement
- IDOs plan, budget and implement 170 new trail bridges from Province's own resources
- IDOs prepares plans and procures wire-ropes and bulldog grips on availability of Province's own fund and scarcity at the federal level
- IDOs procures steel parts at the request of Palikas
- IDOs conduct quality testing of bridge materials
- IDOs manages stores within their administrative areas
- At least 7 Province level focal persons are trained on store management
- IDOs ensures timely distribution of bridge construction materials to UCs
- At least 7 IDO focal persons are trained on Programme Monitoring Information System (PMIS), and Trail Bridge Strategy Information System (TBSIS)
- IDOs conduct Bridge Condition Investigations (BCI) of bridges within their administrative areas and enter update the Bridge Records (BR) for flagging up of maintenance and rehabilitation
- 7 engineers are provided with orientations on inspection, testing and approval of certification of wire-ropes and bull-dog grips
- At least 3 trail bridges undergo random load testing in each Province

PTAP shall support IDOs and Palikas of the Province to carry out the above activities.

Output 2.4: Palikas strengthen their capacities to support communities and contract Firms/contractors to equitably build good quality trail bridges and maintain them

Palikas will incorporate prioritized trail bridge plans into their annual plans. Trained technical personnel will support Users' Committees to build Short Span Trail Bridges and Long Span Trail Bridges through Firms/contractors. Palikas will plan and implement major maintenance/rehabilitation. They will also revive/appoint Bridge Wardens, train them and provide the necessary funds for routine maintenance.

Major Activities:

- Trail bridge course (technical + social + quality control) trainings are organized for Palika and NGO personnel
- Long List is revised according to Palikas' need

- Palikas prioritize bridge plans according to the strategy
- Planned trial bridges and budget are endorsed by Palika assemblies
- Palikas procure services of NGOs and/or contractors/Firms
- Detailed Project Reports are prepared
- Delegation agreements are signed between all Palikas and NGOs
- Palikas monitor the services of NGOs
- Community agreements are signed between all Palikas and UCs
- Palikas send requirements of wire-ropes and bull-dog grips to concerned Province governments
- Palikas assess need and procure steel parts or request Provinces to procure on their behalf
- Palikas construct SSTBs through UCs
- Palikas construct LSTBs through the private sector on turnkey modality
- Palikas timely provide construction materials to UCs
- Palikas monitor the quality of constructed bridges
- Palikas send information to the concerned Province government for anchoring trail bridge information system in Province government
- Palikas allocate sufficient budget for routine maintenance
- Palikas revive/appoint Bridge Wardens (BWGs) for routine maintenance
- Palikas monitor the effectiveness of Bridge Wardens (BWGs) within their administrative areas
- PTAP shall support IDOs and Palikas of the Province to carry out the above activities.

PTAP shall support Palikas of the Province thru IDOs to carry out the above activities.

Outcome 3: Private sector (Firms, contractors, fabricators, educational institutes) engagement leads to effective delivery of good quality trail bridges

Qualified Firms, contractors and fabricators are available to provide good quality services and works efficiently and effectively. Educational institutions also continue to include trail bridge courses in their curricula to develop trained human resources.

This outcome will be achieved by the following outputs:

Output 3.1. Firms/contractors and Fabricators strengthens their capacity to effectively and efficiently provide services for the construction of good quality trail bridges

Qualified Firms and fabricators are available and capacitated in each Province for trail bridge building. Lab testing facilities are also promoted in each Province.

Major Activities:

- Firms are trained on survey and design during the preparation of Detailed Project Reports
- Quality control engineers/managers of fabricators are trained on quality assurance during factory visits
- Provinces promotes at least 1 lab-testing facilities in each Province

PTAP shall support IDOs of the Province to carry out the above activities.

3.3. Guiding Policy & Manuals:

"Trail Bridge Strategy, 2006 (TBS)" and "Provincial Trail Bridge Strategy, 2078" are guiding policy on trail bridge building in the province. TBS envisages that trail bridges be constructed at locations that would avoid the need for local people to detour more than an hour to cross a river.

TBS defines the role of each partner, defines the application of different trail bridge types and their norms and standards, provides firm rules on prioritization (thereby depoliticizing bridge selection),

makes it compulsory to delegate SSTBs to communities to be assisted by competent local NGOs and LSTBs to private sector (Firms for design and supervision and contractors for construction) and makes application of 19 Manuals and Guidelines that are the core of TBS compulsory. The Manuals and Guidelines are listed in Annex – 1.

In the new changed context of Province restructuring to federal system, Province and Palikas have the jurisdiction to modify the existing policies, strategies and procedures as per their needs. Nevertheless, the essence of the TBS will still remain valid.

It is utmost important to maintain the continuity of the essence of TBS and best practices of the existing policies, strategies and procedures and also maintaining the spirit of the new constitution and Local Government Operational Act 2074.

3.4. Working Principles:

a. Community Approach

SSTBs (Span $\leq 120\text{m}$) will be implemented with Community Approach. Building bridges through User Committees in a participatory way by optimizing the use of local resources is the main advantage of community approach. The community people will be imparted the skills of bridge building through the Demonstration Model Bridge Training (DMBT). Local NGOs provide technical and social support to the UCs for entire construction cycle. Province Technical Assistance Provider will provide technical supports where needed to ensure technical quality standards and other required assistance to the local government.

b. Private sector Firms / Contractors

LSTB bridges (Span $> 120\text{m}$) at strategic locations fulfilling the prescribed socio-economic criteria will be implemented thru private sector. The private Firms procured by Province/Palikas prepare the Detail Project Report (DPR) following the national norms and standards. The contractors procured by Province/Palikas will construct the LSTB bridges on a turnkey package (fabrication of steel parts, transportation, construction and bridge erection including supervision) on lump-sum contract basis as per national competitive bidding (NCB) as prescribed by PPMO Standard Bidding Document. Quality assurance is the responsibility of the contractor, whereas the Province/Palikas with the supports of PTAP will monitor in quality control of constructed bridges.

c. Gender Equality and Social inclusion

Achieving Inclusive growth is a persistent challenge and a considerable proportion of Nepal's population continues to be affected by discrimination. These groups include women, Dalits, Janajatis, Minorities, Other Backward Class (OBC) and economically poor people. In many cases, remoteness further exacerbates the social, economic and political vulnerability. In many instances, entire communities lack physical access, and are therefore, denied their rights to access services and economic opportunities and enhance their livelihoods. Improving transport systems is therefore a fundamental pre-requisite to address inequality.

Trail Bridge SWAp has long focused on issues of discrimination and social exclusion through the following activities:

- i. Promoting women and discriminates groups to represent proportionately in the User Committees;
- ii. Promoting them a space for decision-making role in executive committee;
- iii. Promoting equal pay for equal works;
- iv. Providing training on trail bridge building and maintenance so that they can earn; and
- v. Providing employment opportunities to DAGs in construction of trail bridges

d. Equal Wage for Equal Work

Article 18 of the Constitution mandates that there is no discrimination with respect to numeration based on gender. This is a fundamental principle which has been practiced and monitored at all bridge sites during bridge construction. Project books record working hours, type of work and payments of all workers, with payments made within 2 weeks of the Users' Committees (UC) receiving funds. NGO's monitor payments based on the project books which are maintained by the UC's at the bridge sites.

All workforce will be insured for amount equal to three years wages

e. Transparency

Maintaining transparency throughout the project cycle is a prominent aspect of bridge building process. Social accountability tools such as Public Hearing, Public Review, Public Audit and Hoarding Boards are used for transparency. At every bridge site, UC will conduct public hearing to provide project related information and develop same level of understanding among all the stakeholders to be involved, where bridge related information from technical, social and managerial aspects are also shared, and plan of actions are appraised. While public reviews and audits are conducted for reviewing progresses, for making amendments if required, and for making expenditure details public. These events are platforms for the primary stakeholders to voice their appreciations as well as dissatisfactions in any matter and the Palikas will have the responsibility to address the issues. It also provides an opportunity for Palikas to exhibit downward accountability to the community people. Representatives of the rural/urban Palikas, partner NGOs, PTAP, beneficiary community, UC members are mandatory to be present. Hoarding Board at each site exhibits the salient features of the bridge including stakeholders involved, the cost of bridges, the technology used and so forth.

To further reinforce accountability and transparency under Contractor Approach too, these tools of Public Hearing, Public Review, Public Audit and Hoarding Board are mandatory, while constructing LSTB bridges, as per the government policies.

3.5 Bridge Planning

Bridge planning and implementation at both Province and Palika levels with different resources will be as delineated below:

1. TB planned and implemented with TB-SWAp Sectoral Conditional Grant'. The tentative plan is as below.

Plan	New Construction, Annual	Major Maintenance	Routine Maintenance
National	800	400	10,500+
Bagmati Province	125	50	1910+

2. Planned and implemented by Provinces with own resources,
3. Planned and implemented by Palikas with own resources.

3.5.1 Planning at Federal Level

The federal focal government (MoFAGA and DoLI) approves the plan and assures the required budget from MoF, which will be made available through LMBIS. Once approved in LMBIS, respective Provinces and local Palikas receives the funds devolved to them as conditional grants with authority to spend through the Province/Local treasuries for the execution of trail bridges by Palikas. This applies for the execution of Federal line ministry's conditional grants for Trail Bridge SWAp, while the Palikas can execute trail bridges from their own internal resources, endorsed by their councils.

3.5.2 Planning at Province Level

a. Planning Maintenance

Province governments will carry out major maintenance of technically complex trail bridges (Span > 280m) based on Bridge Records, managed at the Province level. Once Province governments identify bridges with major maintenance requirements as per request of Palikas, it will be incorporate into their periodic and annual plans with budget requirements and get them approved by their Province assemblies. Accordingly budget will be allocated and disbursed to respective Palikas.

b. Planning New Construction

To include in TB-SWAp federal conditional grant, Province governments will collect bridge demands for inter-Province, multi-span and trail bridges with span above 280 meters, meeting the 1-hour detour criteria². Once Province governments have the list with prioritization criteria applied, these bridges will then be incorporated into Province government's periodic and annual plans, after having approved from the Province assemblies. The Province governments will forward the assembly-endorsed list to DoLI/MoFAGA for final approval by MoF and budget allocation through LMBIS.

Bridges, which are in priority of Province but not included in TB-SWAp federal grant, the bridge request will be prioritized as per set criteria (as delineated in chapter 3.5.3.(b)).Accordingly periodic plan and annual plan/budget will be prepared and endorsed by Province Assembly.

3.5.3 Planning at Palika Level

Palikas will have the authority for all SSTBs and LSTBs. Palikas will prioritize Trail bridge programme in order of routine maintenance (RM), major maintenance (MM) and new construction (NC) respectively.

a. Planning Maintenance

Each Palika prepares trail bridge maintenance plan based on bridge condition status as per their Bridge Records. Palikas incorporate their bridge maintenance plans into their periodic and annual plans and have them approved by their Palika assemblies. If there is lack of resources, Palika forwards to the Province government before end of each fiscal year for the budget. Province then provides grants for major maintenance of bridges. Palikas will have to appointment or re-appoint Bridge Warden (BW) for routine maintenance at each bridge and fund the routine maintenance from their own resources (incentive for BW³).

b. Planning New Construction

Palikas collect and prioritize their bridge demand list from within their own administrative boundaries based on criteria prioritization criteria listed below. This will establish the Bridge Demand List.

Prioritization criteria:

- Benefiting population (greater weightage provided to disadvantaged groups)

² Bridge demand less than the 1 hour detour criteria will be implemented either through the Province's own internal revenue and/or from the equalization fund.

³ At present (2022/023, equivalent to NRs. 10,000 per year

- Discriminated population amongst the benefiting population
- Distance gained (in hours)
- River type
- Risk factor (deaths due to the lack of a safe river crossing)

Palikas will incorporate the list of trail bridge demand into Palika's periodic and annual plans, after approval by the Palika assemblies. Federal government will provide sectoral conditional grants to fund the trail bridges, which fulfils the one hour detour criteria of TB-SWAp Framework III. Palika shall allocate own budget for bridges beyond this criteria.

3.6 Institutional Arrangement

The institutional arrangement for planning, monitoring, coordination and implementation of Trail Bridge Sub-Sector Programme at Federal, Province and Local level with specific functions are delineated below. **PTAPs will accordingly support the different institutions to perform their responsibilities as per the tasks detailed.**

3.6.1 Federal

Local Bridge Section of Department of Local Infrastructure under Ministry of Federal Affair and General Administration will be responsible for overall planning, budgeting of sub-sector at national level and allocation and disbursement of TB-SWAp conditional grant.

Major functions will be:

- Delineating national strategic orientation
- Overall planning and budgeting for implementation of TB-SWAp Framework III based on GoN Strategy of three years plan to construct 2,400 bridges in nation
- Updating national policy, norms and standard suitable to new context and its enforcement
- International procurement of wire ropes and bulldoggrips and provision to Palikas/Provinces
- Allocation of conditional grants to Palikas for implementation of SSTB and LSTB
- Allocation of conditional grant to Provinces for implementation of extra-long LSTB (>280m), technically complex bridges
- Coordination and facilitation for implementation of international-boundary bridges
- Implementation of "Signature" bridges⁴
- Updating LMBIS to include "Province" and "Local government" in the system
- Capacity building at Province levels

3.6.2 Province

Transport Infrastructure Directorate under Ministry of Physical Infrastructure Development (MoPID) will be responsible for overall planning, monitoring and coordination of sub-sector at Province level.

Major functions will be:

- Planning/budgeting, coordination and monitoring of TB programme at Province level
- Compilation of bridge planning and budgeting within the Province received from Local Governments and budget assurance from Federal Government under TB-SWAp conditional grant
- Implementation of extra-long LSTB (>280m), technically complex bridges under SWAp federal conditional grant
- Implementation of other trail bridges with own resources, which are in priority of Province but not included in TB-SWAp federal conditional grant (beyond 1 hr. detour criteria)

⁴ A "Signature" bridge is a bridge that requires unique engineering design (for example: multi-span cable stay bridge, Large Arch bridge, Tridge bridge (above the confluence of three rivers) built at strategic/landmark sites.

- Manage the store of wires ropes and bull-dog grips at the Province level
- Distribute cables and bulldog-grips to bridge sites on request of Palikas within the Province
- Provide technical support to Palikas for implementation of TB Programme
- Capacity building of Palikas and local NGOs
- Monitoring at all stages of bridge construction cycle for quality assurance
- Quality certification of bridges implemented by Palikas

Infrastructure Development Offices (IDOs) under Transport Infrastructure Directorate (TID) of Ministry of Physical Infrastructure Development (MoPID) located between the clusters of 2 to 3 districts will be the extended technical units for the implementation of the trail bridge programme of the Province. They will also have to support the infrastructure sections of the Palikas as required in the execution of trail bridges.

PTAP provides technical support to IDOs/TID in delivering above functions.

3.6.3 Palikas

Transport Infrastructure Development Unit under Infrastructure Development & Environmental Management Section (IDEMS) of Palikas will be responsible for planning, monitoring and implementation of the trail bridge programme within the Palika. It will implement Trail Bridges at the local level and ensures quality of bridges adopting right technologies as per national norms and standards.

Major functions will be:

- Compilation and prioritization of bridge demand list based on requests received from the local communities
- Budget assurance for implementation of prioritized bridges from Federal/Province Government under TB-SWAp conditional grant
- Implementation of other trail bridges with own resources, which are in priority of Province but not included in TB-SWAp federal conditional grant (beyond 1 hr. detour criteria)
- Procurement of services (NGO/Firms), goods (cement, steel parts) and works (contractor for LSTB)
- Implementation of Short Span Trail Bridges (span ≤ 120 m) through Users' Committees by mobilizing local NGOs for technical and social support
- Implementation of Long Span Trail Bridges (span > 120 m) by mobilizing Firms/contractors
- Maintaining and updating "Bridge Records" within the Palikas with their conditions and report to Province to include in Province Trail Bridge Information and Management System (STBIMS)
- Allocation of budgets for routine maintenance of trail bridge and execution through Bridge Wardens
- Planning and execution of major maintenance/rehabilitation of deplorable bridges with own / Province fund
- Progress / financial reporting to Province/Federal Government in case of conditional sectoral grant.

PTAP provides technical support to Palikas in delivering above functions.

3.6.4 User's Committee

UC manages the construction / maintenance of SSTB bridges by mobilizing local skill, local resource and fund received from Palika/Province with technical and social support from NGOs. UC maintains transparency in entire construction cycle by means of hording board, public review and public audit.

UC also makes post construction arrangement for routine maintenance by facilitating appointment of Bridge Warden.

PTAP makes quality monitoring by field visits at critical stages of the construction milestones and also provides punctual technical support on demand.

3.6.5 NGO

NGO provides technical services including surveys, designs, preparation of DPRs and construction supervision and social support to the UCs for the construction and maintenance of the SSTB bridges. IDOs/TID and Palikas procure NGO services as per the existing NGO Selection Guidelines. **PTAP facilitates/supports to IDOs/TID and Palikas in NGO selection.**

PTAP reviews the DPR prepared by the NGOs and recommends for approval. Further, PTAP will monitor the performance of the NGOs by visiting bridge sites at critical stages and also by reviewing NGOs Monthly Progress Report of each bridge.

PTAP capacitates NGOs and fulfills the capacity gap till they are capacitated.

3.6.6 Firms

Firms will provide technical services for survey, designs and preparation of Detailed Project Report (DPR) of LSTB Bridges. Province / Palikas procure services of Firms as per Standard Bidding Document in line with the PPMO's act and regulations for Service procurement.

PTAP on behalf of employer (IDOs/TID and Palikas) will review the DPR submitted by the Firms and recommend for approval. Firms will be further capacitated in process of reviewing the DPRs.

3.6.7 Fabricators

IDOs/TID and Palikas will procure the bridge steel parts from the qualified manufacturers/fabricators. Procurement will be made through the National Competitive Bidding (NCB) as per Standard Bidding Document in line with PPMO's act and regulations for procurement of Goods. Fabricators shall have quality management system and assure the quality of fabricated steel parts and its galvanization by quality assurance documentation.

PTAP on behalf of employer will be responsible for quality control by lab testing the raw materials and inspection of completed bridge steel parts including 100% assembly test.

3.6.8 Contractors

LSTB bridges will be constructed by contractors having experience in trail bridge building. IDOs/TID and Palikas will select qualified contractors through the National Competitive Bidding (NCB) as per Standard Bidding Document for lump-sum contract (construction turnkey package, which includes: fabrication of steel parts, transportation, construction, materials, construction and bridge erection including supervision in single package) in line with PPMO's act and regulations for procurement of Works.

Contractor will also be responsible for day to day construction supervision by at least sub-engineer having trail bridge building experience and shall assure the quality of built bridges by work logging and documenting the works as per quality assurance documentation.

PTAP on behalf of employer will be responsible for quality control of materials by testing and quality monitoring of construction works by visiting bridge sites at different construction stages.

4. Tasks and Responsibilities of PTAP

PTAP are to assume all tasks and responsibilities solicited for making trail bridge programme successful in the assigned Province. PTAP will provide TA to IDOs and Palikas to deliver their roles and responsibilities, and to the local NGOs and Firms recruited by IDOs and Palikas for providing technical and social support to UCs.

PTAP shall be accountable to the Director/TID and shall report to him/her or designated officials. The working principles and approaches described above, the Trail Bridge Strategy and its core manuals / guidelines including national norms / standards and TB-SWAp Framework III (July 2019-June 2022), are binding documents for PTAP.

The tasks and activities are delineated hereunder and reference also be made in list of Outputs / Activities in Chapter 2.2 above.

In summary, PTAP to:

- Provide TA in implementation of TB SWAp Framework III with Federal Conditional Grant in the Province 1
- Provide TA in implementation of Provincial Trail Bridge Program in the Province 1
- Provide TA in implementation of Palika's Trail Bridge Program within the Province 1

In detail, the tasks and activities are as delineated hereunder.

- i. **Bridge planning:** PTAP will participate in Bridge Planning meeting at local level and will support local government in preparing Periodic and Annual Bridge Plans for construction and maintenance of trail bridges

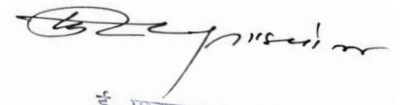
Maintenance is to get priority in bridge planning. Routine Maintenance of all existing bridges is to be planned. Major Maintenance is to be planned in view of the Bridge Conditions as updated in the Bridge Record.

While planning new bridge construction, it is desirable that bridge demands are recorded in the said Prospective Bridges list (long List) to get information about bridge demand collected earlier and recorded in the same long list. Bridge demands are to be prioritized on the basis of established criteria and approved by the Palika Assembly.

The principle of equity shall prevail in order to benefit DAGs, under privileged and minorities and maximizing overall benefit to communities.

- ii. **Survey & Design:** SSTB bridge survey and design is prepared by the capacitated local NGO. Local NGO shall forward survey and design to PTAP for checking and review till there is gap on trail bridge know-how and capacity at IDOs and Palikas for this. PTAP shall forward survey & design with recommendation to IDOs/Palikas for approval. In case of critical and technically demanding bridge sites only, PTAP shall support local NGO for survey and design. PTAP shall also support IDOs/Palikas for checking survey & design of LSTB bridges submitted by Firms.

Cost estimate of construction works and materials are prepared on the basis of rates published by IDO/Palikas while estimate for steel parts fabrication follows the rates uploaded on the website www.nepaltrailbridges.org.np. PTAP shall ensure that per meter cost of bridge is close to the published rates and within the acceptable range.



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- iii. **Inspection of steel parts:** PTAP shall collect information related to contract awards made by the IDOs / Palikas for fabrication of SSTB and LSTB Lump Sum contract (construction turn-key package) in order to keep track of progress and quality monitoring. Prior to fabrication, sample of steel raw material has to be collected and for lab test. PTAP to support IDOs / Palikas for quality inspection of fabricated steel parts is to be carried out by IDOs / Palikas technical personnel and whereas PTAP shall support where capacity lacks. PTAP shall ensure that fabricated steel parts are not delivered without quality inspection and certification.
- iv. **UC Formation:** PTAP shall be responsible for ensuring the right formation of UCs. Women representation in UCs will be not less than 50 percent. Discriminated groups shall be proportionately represented in all UCs. At least one key position in UCs will be reserved for members from women, Dalit, ethnic and minority representatives.
- v. **UC Meeting:** PTAP will ensure that UC meeting is held when at least 33% of women representatives are present and minutes of meeting are properly recorded in the Project Book.
- vi. **Demonstration Model Bridge Training (DMBT):** DMBT imparts bridge construction know-how to community members and develops bridge craft persons. DMBT is normally organized yearly for cluster of Palikas having bridge building plan. PTAP shall be responsible for planning and execution of DMBT in close coordination with IDOs/Palikas. DMBT is conducted as per the Manual for DMBT.
- vii. **Project Book:** Project Book is the Site Record Book. This book is at the bridge site and maintained by UC. It records all transactions and events that take place at a bridge site. The minutes of UC meetings are recorded in the Project Book. Instructions issued during site visits are also recorded in the project book. It keeps records of site workers' attendance and payment of wages to site workers. It also keeps records of financial grants received from IDOs/Palikas and others as well as records of goods received in kind. Usage of construction material and stock-in-hand are recorded in the Project book. PTAP shall check Project Book to confirm that it is regularly updated. PTAP shall also coach UCs / local NGOs for using it.
- viii. **Workforce Insurance:** Construction works at bridge sites resume only after workforce insurance is in place. Workforce insurance is procured by Palikas. Workforce insurance is for amount equal to three years' wages and also shall cover medical treatment / expenses. PTAP shall be responsible for ensuring that construction work does not commence at bridge sites without procuring workforce insurance policy.
- ix. **Employment to Disadvantaged Groups (DAGS):** 30% of bridge costs are used for payment of skilled and unskilled labour costs. PTAP will ensure that at least 50% of the jobs at sites are given to the disadvantaged.
- x. **Equal pay for equal work:** PTAP will ensure that the principle of equal pay for equal work applies and no discrimination is made on the basis of sex, caste and ethnicity.
- xi. **Quality control of construction materials:** PTAP shall assure the quality of construction materials by lab test or visual inspection and manual test. PTAP shall confirm that cement conforms to the prescribed brand.
- v. **Monitoring quality of Construction Works:** Local NGO provides technical and social support during construction of SSTB Bridge. Monitoring quality of construction works shall be the responsibility of PTAP. PTAP shall visit bridge sites (minimum) during critical milestones as

defined in the Monitoring Manual to ensure that quality of construction works conforms to the set standards. PTAP may have to carry out tests as deemed essential. PTAP shall carry out random site inspections for ensuring qualitative works.

In case of LSTB, PTAP shall monitor the quality of construction works by site visits at different mile stones of construction stages. In addition, PTAP shall monitor the quality of works by reviewing and verifying quality assurance documentation of the contractor.

Manual for Monitoring provides details on monitoring.

- vi. **Final Inspection:** Final inspection is carried out after bridge construction is completed. A team comprising IDOs / Palikas technical personnel, local NGO technical personnel, PTAP technical personnel and UC executive will jointly carry out final inspection. If construction works are as per required standards IDOs / Palikas issues Work Completion Certificate. PTAP shall facilitate for issuing work completion certificate. In case of rectifications required, PTAP shall ensure that the concerned UC / Contractor makes required rectifications.
- vii. **Load Test:** Load test is also a means of quality test. Any bridge may go load test out of completed bridges. PTAP shall facilitate in executing load test. Bridge for load test will be randomly selected in coordination with IDOs / Palikas. Load test will be carried out following the prescribed procedures and practices.
- viii. **Punctual support:** PTAP shall provide punctual⁵ technical and social organization support to IDOs / Palikas as well as to local NGO on their request.
- xiv. **Updating PMIS:** Planning & Monitoring Information System (PMIS) is the software for recording bridge-wise data on work progress, cost estimate, actual costs, contributions of stakeholders, and general information. This software is used for planning, monitoring and reporting purposes. It is crucial that bridge data are regularly and timely updated in the data sheet. PTAP shall be responsible for compilation of data and information and updating it in the system at Province level and ensure that PMIS is anchored and functional at TID/MoPID.
- xv. **Updating TBSIS:** Trail Bridge Strategy Information System (TBSIS) is the software package for recording data and information for quality monitoring in technical as well as social aspect during entire bridge construction cycle. It is based on Comprehensive Manual for Monitoring. This helps to monitor whether engineering parameters are fulfilled and it also gives segregated data of beneficiaries, UC composition, and employment to DAGs and discriminated. PTAP shall be responsible for collection of data and information and regular updating the system at Province level. PTAP shall provide updated data in the first week of each month.
- xvi. **Physical Progress Report:** In case of TB-SWAp Federal Conditional Grant, Mmonthly physical progress is to be reported to DoLI/MoFAGA thru TID/MoPID within 7th of Nepali calendar month. PTAP shall facilitate IDOs/Palikas to prepare trimester physical progress report. It has to be submitted within two weeks after the end of trimester.
- xvii. **Expenses Report:** PTAP shall ensure that IDOs/Palikas submit monthly expenses report to DoLI / MoFAGA within 7th of Nepali calendar month. PTAP shall compile expenses at Province level and report to DoLI / MoFAGA through TID/MoPID.
- xviii. **Monitoring and Reporting of Maintenance:** Routine Maintenance of all existing bridges is carried out by BWs. PTAP shall ensure that routine maintenance is implemented and functional following Maintenance Guidelines. PTAP shall support IDOs/Palikas for monitoring and reporting of RM. PTAP shall compile data and information about RM at Province level.

⁵ Punctual, in this case refers to the cases beyond the capacities of IDOs/Palikas and NGO. For example, changes in design due to site condition, arranging windguy as per design and so on.

Major Maintenance of bridge is planned considering the bridge condition as recorded in the District/Palika Bridge Records. PTAP shall support IDOs/Palikas for MM survey/design and monitor execution of MM and shall report progress on MM.

- xix. Bridge Condition Investigation (BCI):** BCI is carried out to know about the condition of the bridges. Based on the BCI report, bridges are prioritized for maintenance planning and execution of maintenance works. The findings and conditions are recorded in the Municipal / Province Bridge Record. PTAP shall ensure and support IDOs/Palikas in carrying out BCI in every three years.
- xx. Palika / Province Bridge Record (P/SBR):** P/SBR is the record of all bridges constructed in the district. This record is to be updated annually. All bridges are to be visited at regular intervals to collect data and information about condition of bridges. Bridge conditions are updated in the P/SBR. It serves as the basis for planning maintenance of bridges. Updated bridge records are collected from all the Palikas and are compiled in the form of SBR. PTAP shall ensure the Palikas updates PBR.
- xxi. Palika/ District Bridge Directory (P/DBD):** P/DBD (Long List) is the record of bridge demand collected from across the Palikas and compiled at the Province / Palika level. It serves as basis for planning new bridge construction. Bridges that are planned and constructed are to be deleted from P/DBD whereas new bridge demands are to be recorded while updating P/DBD. PTAP shall ensure that IDOs/Palikas in updating P/DBD regularly.
- xxii. Routine Maintenance Training (RMT):** RMT is to train BWs for execution of routine maintenance works. PTAP shall support and ensure that IDOs/Palikas plan and execute RM training.
- xxiii. Capacity Building:** PTAP shall assess the training needs of the IDOs, Palikas and local NGOs and compile the list of trainees and type of required training related to trail bridge building.
- xxiv. In Addition, PTAP shall:**
- Provide technical support to IDOs/TID and Palikas till there is capacity gap
 - Provide punctual technical support on demand
 - Capacitate IDOs/Palikas in trail bridge building
 - Monitoring performance of local NGOs
 - Support in Third party inspection and certification of Steel Wire Ropes and Bulldoggrrips procured by TID/MoPID
 - Support TID/MoPID in Store management and distribution of wire ropes and bulldog-grips for bridges implemented by IDOs and Palikas.
 - Support IDOs / Palikas for preparation of Bid Documents fro procurement of Services, Goods and Works
 - Support to develop, update and orient stakeholders on trail bridge related policies, manuals, guidelines and other relevant documents.

5.2 Human Resource OF PTAP

TA Provider shall have following key personnel according to their major roles and responsibilities as delineated below to undertake the above assignment.

a. Programme Coordinator (PC) -1 person

- Manage activities towards achieving the objectives of the trail bridge program of Province/Palikas including SWAp framework III and Annual Plan of Province/Palikas in coherence with National Policy and Trail Bridge Strategy and its core Manuals in the spirit of New Constitution and Local Government Operation Act 2074.

- Manage to deliver effectively and efficiently technical assistance to IDOs/Palikas and local NGOs and other stakeholders for trail bridge program. The technical assistance shall include support on planning, monitoring and reporting of the program, technical support in survey/design, construction and maintenance, quality control and quality assurance of services, goods and works, capacity building of IDOs/Palikas and local NGOs and other stakeholders and ensuring social and thematic issues are addressed.
- Ensure social inclusion and good governance are maintained during the implementation of the programme
- Facilitate in promoting sustainability of the trail bridge program in absence of external technical assistance.

b. Technical Coordinator (TC) – 1 person

- Coordinate and provide technical assistance by mobilizing sub-ordinates to the all IDOs/Palikas and local NGOs so that IDOs/Palikas construct, maintain bridges in coherence with the essence of the National Policy, TBS and its Core Manuals. IDOs/Palikas and NGO staff executes the task and should take the lead and the TC has only a facilitating, supporting and monitoring role and fulfil the gap on technical capacity of the IDOs/Palikas and NGOs.
- Monitor the physical progress and quality of each new constructed and maintenance bridge by data analyzing from program monitoring and information system (PMIS) and Trail Bridge Strategy Information System (TBSIS) and also by random field visits.
- Monitor the performance of Technical Officers and guide them when deemed necessary.
- Support Program Coordinator in program management.

c. Technical Officer (TO) – 5 persons

- Assist the Technical Coordinator to provide technical assistance to the assigned IDOs/Palikas that IDOs/Palikas construct / maintain bridges in conformity with the essence of the National Policy TBS/LIDP and all its Core Manuals.
- Assist to monitor the physical progress and quality of each new constructed and maintenance bridges by field visit at critical mile stones and data entry into PMIS and TBSIS.
- Assist the Technical Coordinator in the overall technical tasks.

d. Technical Officer (TO), Maintenance – 1 persons

- The TO is responsible for providing support to TID / IDOs and all Palikas of the province on planning and execution of RM and MM.
- Assist to monitor the physical progress and quality of each RM and MM of bridges by field visit at critical mile stones and data entry into PMIS and TBSIS.
- Assist the Technical Coordinator in the overall technical tasks.

In addition, there will be Finance and Administration Officer and other auxiliary and support staffs.

5.3 Project Vehicle

The PTAP shall make available one vehicle (four wheels pick up) exclusively dedicated for the program for the duration of the contract period. The vehicles shall be explicitly for usage of programme purposes only. The depreciation cost of the vehicle, and salary and benefits of one driver are to be borne by the PTAP and are to be included in the bid. Fuel cost and maintenance cost shall be reimbursed by the Client as per actual against the submission of invoices.

5.4 Office Location

To make technical support timely and most efficient and as per the district locations of the Province, there will be Office Location at two places as below.

- **Main Office at Hetauda:**
The main objective of this office will be the management and coordination of the overall Program. In addition, it will also provide technical support to IDOs and Palikas of the nearby districts and also will support in overall planning / implementation of the TB maintenance in the province. The team at the main office will include Program Coordinator (PC) and Technical Coordinator (TC) in rotation, so that either PC or TC is always available at the office. Further, one Technical Officer and one Technical Officers (Maintenance) will be stationed on a regular basis. The Office space will be made available by TID / MoPID.
- **Field Office at Kathmandu**
The main objective of this office will be to provide technical support to IDOs and Palikas of most of the districts of the province. The team at the field office will include Program Coordinator (PC) and Technical Coordinator in rotation, so that either PC or TC is always available at the office. Further, three Technical Officers will be stationed on a regular basis.

5.5 Working Days/Hrs, Holidays and Leave

- The working days will be Sun Day to Friday (six days a week). Saturday will be a holiday.
- Working Hrs.: 10 AM to 5 PM
- Holidays and Leave
 - 2 days leave per month (Home leave, Sick leave, Festival leave etc.)
 - 8 days leave per year for major festivals

5.6 Payment Schedule

Payment shall be made monthly as per request of PTAP.

5.7 Team Composition

The following is the team composition with key positions.

S.No.	Name	Position	Remarks
1		Program Coordinator	
2		Technical Coordinator	
3		Technical Officer	
4		Technical Officer	
5		Technical Officer	
6		Technical Officer	
7		Technical Officer	
8		Technical Officer	
9		Technical Officer (Maintenance)	

Further, PTAP may propose alternative experts with equivalent qualification and experiences in reserve in case the main proposed expert will not be available at the time of the commencement of the assignment.



A handwritten signature in blue ink is written over a circular official stamp. The stamp contains the text: "ई. पुष्करप्रसाद पोखरेल", "वा.मु. निर्देशक", and "NEC No.: 4122 Civil 'A'".

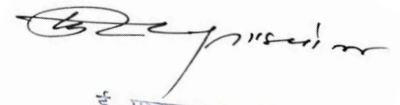
5.8 Effective Date

The PTAP shall be available in full team as per article 4.7 above within two weeks after signing the contract.

5.9 Obligation of Client

The client shall provide to the Firm

- Required Office Spaces equivalent to minimum 600 sqft for Main Office at TID, Hetauda.
- All related documents as listed in "Trail Bridge Strategy, 2062".



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APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Firm's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; public holidays etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty five (25) working (billable) days. One working (billable) day shall be not less than seven (7) working (billable) hours (total 40 hours a week).]



(Handwritten Signature)

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Model Form I
Breakdown of Agreed Fixed Rates in Firm's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees indicated below:

(Expressed in NRs.)

Experts		1	2	3	4	5
Name	Position	Basic Remuneration rate per Month NRs.	Social Charges* (30% of Basic Rate) NRs.	Overhead ¹ (.....%) NRs.	Agreed Fixed Rate per Working Month/Day/ Hour NRs.	Agreed Fixed Rate per Working Month/Day/ Hour ¹ %

1 Expressed in percentage of 1

2 Expressed as percentage of 1(including profit, if applicable)

* 30% markup of basic salary includes provident fund, gratuity, and additional salary for festival allowance and medical and accidental insurance.

Signature _____

Date _____

Name and Title: _____



[Handwritten Signature]

श्री. पुष्करप्रसाद पोखरेल
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APPENDIX D – COST ESTIMATES IN LOCAL CURRENCY

List here cost estimates for remuneration, reimbursable and other expenses to be made in local currency.

{The table shall be based on [Form FIN-3] and [Form FIN-4] of the Firm's Proposal and reflect any changes agreed at the Contract negotiations.

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 46.1 (a)]

(Not Applicable)

Bank Guarantee for Advance Payment

Guarantor: _____ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [name and address of Client]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]

We have been informed that _____ [name of Firm or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Firm") has entered into Contract No. _____ [reference number of the contract] dated _____ [insert date] with the Beneficiary, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [insert amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Firm, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written Statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Firm is in breach of their obligation under the Contract because the Firm has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Firm has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Firm on their account number _____ at _____ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Firm as indicated in certified Statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Firm has made full repayment of the amount of the advance payment, or on the ___ day of _____ [month],

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.



[Handwritten Signature]

श. पुंकरप्रसाद पोखरेल
वा.मु. निर्देशक
NEC No.: 4122

_____ [year],² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”