

Request for Proposal

Architectural and Engineering Consultancy Services

For

**Detailed Design, Estimate and Supervision of
all construction & maintenance works
of Defence Wing**

EMBASSY OF INDIA, KATHMANDU, NEPAL

**Request for proposal for Consultancy Services for
repair/maintenance/construction and major electrical works
of Defence Wing**

1. Assistant Military Attaché (Welfare) invites proposals from qualified Architectural/Engineering firms who have provide consultancy to execute works of similar nature i.e. designing and engineering services for the repair/maintenance/construction and major electrical works of Defence Wing for the financial years 2018-19, 2019-20 and 2020-21.
2. Bidders are expected to make their own assessment and satisfy themselves fully with all aspects of the structure, projects needs, site conditions, local environment, functional and statutory requirements for development of the various components of such a campus and accordingly make proposals.
3. Bidders are required to submit their proposals strictly according to the terms and conditions and manner as specified in this document.

PURPOSE

4. The attached Request for Proposal is in for selection of a total engineering consultancy firm to provide architectural design and consultancy for the construction or maintenance works of Defence Wing.

BACKGROUND

5. The Defence Wing has been carrying out various pension and welfare related activities through its PPOs at Dharan, Pokhara and DSBs located all over Nepal. A no of construction/maint works are carried out at these locations.

SCOPE OF WORK

6. Preparation of detailed architectural, structural, service drawings including drawings showing details of all utilities and services, internal and external, including details of specification of all materials to used in construction.
7. Providing necessary periodic supervision and inspection as and when required to ensure that the works are being executed generally in accordance with the working drawings, conditions of contract and as per the architectural concept.
8. Assessment of progress of work with PERT/CPM chart, MS projects, supervision of works during construction including site visits, quality assessment etc. with an instruction to the agency for progressing the work as per schedule and plan for making up for the delay, if any.

9. The consultant will carry out preparation of drawings of all services including sewage, electricity, water supply, waste disposal, circulation, parking, signage, rainwater harvesting etc. The firm will also do planning for all services i.e. water, electricity and sewage disposal, mechanical works, HVAC, fire alarm and protection services, renewable energy systems, telephone, computer cable, LAN and other systems etc. The responsibility of planning and augmenting the existing system and obtaining sanction for additional requirement from the civic authorities, keeping in mind the present load, additional requirement and future expansion, including those for the existing facilities, would be that of the consultant as per relevant codes and practices.

10. The bidder shall monitor the development of the project which shall include interface activities system-wise with all contracts of the project and shall regularly monitor the progress of the project. The bidder shall appoint a site engineer to monitor the progress of the project.

11. If any of the work schedule is behind time-lines, it will be the responsibility of the consultant to inform these to the Defence Wing, Welfare Branch and suggest mechanism for rectification so that no time is lost.

12. The bidder shall provide “**As Built Drawings**”, both in hard and soft copies after the completion of project.

13. The consultant shall be responsible for getting the detailed structural analysis and design of the structure vetted by structural engineers from reputed National/State institutes/local reputed agencies etc. as decided by the Defence Wing, Welfare Branch. The actual expenses on such vetting shall be borne by the Defence Wing, Welfare Branch.

14. The bidder shall provide a complete project management plan in the desired format for the initiatives and milestones identified for the fulfillment of their respective scope of services.

15. The bidder shall be required to participate in all meetings as and when sought by the Defence Wing, Welfare Branch. During work stages, as listed in the scope of the services, the Defence Wing, Welfare Branch expects to hold periodic meetings (at least once in a month) at work site or at this office for the bidder(s) to demonstrate the work progress and take inputs from this office.

16. The decision of DA/AMA (W) shall be final in all matters, relating to the interpretation of architectural design and related architectural details and the bidders shall be bound to execute such decisions to the satisfaction of Defence Wing, Welfare Branch. Materials to be used for construction would be approved by a specific committee constituted for the purpose.

17. The DA/AMA (W) at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this RFP in the interest of timely and qualitative completion of the project.

18. The bidder's scope will include the design, development and construction documents for all building design elements, as well as contract administration during construction.

19. Design documents may be developed in packages to expedite the building process. The bidder's services should include all disciplines necessary to develop construction documents that will be competitively bid by multiple contractors.

20. The comprehensive architectural design services in this RFP are for design and supervision of scope mentioned and shall be inclusive of but not limited to civil, electrical, air-conditioning and ventilation, fire fighting, interior furnishing, all necessary low voltage systems and networks, appropriate circulation and parking, plumbing and sanitary, water supply, waste water and recycling, drainage and conjoint surface and ground water management, solid waste management and recycling, soil conservation and improvement, climate control using passive and active systems, energy systems, waste to energy systems, intelligent building management and automation systems, performance and other monitoring systems as required for the functioning of such buildings and services from time to time.

STAGES OF WORK AND DELIVERIES

21. The services and deliverable that Defence Wing, Welfare Branch expects the bidder to be able to provide are set out as follows. The comprehensive architectural and allied services will be provided by the bidder in the following stages:-

(a) **Concept Design Stage**

(i) Ascertain the detailed requirements, site constraints & potential and prepare architectural programme.

(ii) Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/or proposed development on its immediate environs.

(iii) Prepare conceptual general arrangement drawing and alternate conceptual designs showing 3D visual rendering the best visualization of the concepts.

(iv) As per inputs from the client, modify the design alternatives.

(v) Prepare rough estimate of project cost (based on plinth area rates)

(b) **Final Design Stage**

- (i) Prepare and submit design for final approvals.
- (ii) Prepare and submit design basis report for various components.
- (iii) Prepare preliminary cost estimates (based on plinth area).

(c) **Statutory Approval Stage**

- (i) Prepare and submit reports/drawings/submissions necessary for statutory approvals and ensure compliance with codes, standards and legislation, as applicable.
- (ii) Obtaining all statutory approvals from all the local authorities including associated liaisoning.
- (iii) Incorporating necessary changes or marking modifications in the design based on inputs received from the statutory authorities.
- (iv) Obtain clearance certificates from the proof checking agencies and/or PMG or their assigned agency, if any, appointed by the client.

(d) **Detailed Drawings and Documents for Tender Stage**

- (i) Prepare detailed drawings, specifications and schedule of quantities sufficient to prepare detailed estimate of cost and tender documents including code of practice covering aspects like mode of measurement, mode of payment, quality control procedures on materials and works and other conditions on contract.
- (ii) Prepare all draft detailed estimates of cost (based on item rates).
- (iii) Prepare all draft tender documents as per approved guidelines in consultation with the executing agency.
- (iv) Assist executing agency to invite, receive and analyze tenders, be presented to clarify issues in the pre-bid meeting etc. to the extent desired by the executing agency.

(v) Advise the executing agency on prequalification of agencies and award of work to contractors, to the extent desired by the executing agency.

(vi) Assist the executing agency in preparing and finalizing the schedule of work along with the contractor to the extent desired by the executing agency.

(e) **Good for Construction Drawing Stage**

(i) Prepare and submit complete sets of construction drawings with all details and specifications for each building/construction item as per work schedule for work schedule for approval of the Defence Wing, Welfare Branch.

(ii) Issue complete set of final Good for construction drawings for each building at least two weeks before the actual construction schedule.

(iii) Make revisions if any in the final Good for Construction drawings.

(f) **Execution Stage**

(i) Make revisions and issue drawings for proper execution of works during construction.

(ii) Assist the executing agency to approve samples of various materials, items and components.

(iii) Check and approve shop drawings submitted by the contractor/vendors.

(iv) Provide periodic supervision by competent Architect/Engineer for project supervision/quality control.

(v) Evaluate the construction works whenever sought by the Defence Wing, Welfare Branch and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend meetings to ensure that the projects proceeds generally in accordance with the conditions of contract and keep the executing agency informed and render advice on actions to the extent desired by the executing agency.

(vi) Assist the executing agency in the issue of certificate of completion of works whenever required by the executing agency.

(g) Post Execution Stage

(i) Prepare and submit completion reports and drawings for the project as required and obtain "Completion/Occupancy Certificate" from statutory authorities, whenever required by the executing agency.

(ii) Issue sufficient soft copies of drawings and documents to facilitate contractor(s) and executing agency to furnish as built drawings of entire projects to the Defence Wing, Welfare Branch.

(iii) Conduct audit after one year of completion, if required for green certification.

SERVICES DELIVERY TIME SCHEDULE

22. The complete concept and final design with necessary statutory approval should be completed within 8 weeks of issue of letter of intent which is essence of the project. The design shall be of value engineering services with optimum cost effectiveness.

23. The bidder shall complete the services for comprehensive architectural design according to the time schedule including the time taken by the Defence Wing, Welfare Branch to review/comment/feedback etc.

24. In case of delay in providing the deliveries by the bidder at any stage due to any cause outside the control of the bidder, then the bidder may apply for written permission of the Defence Wing, Welfare Branch for extension of time and this may be granted from time to time at the discretion of the Defence Wing, Welfare Branch.

25. If an extension of time is not granted by the Defence Wing, Welfare Branch then the bidder shall be deemed to be in default and a pro rata compensation of 1% of the fee per week (subject to a maximum of 10%) due at that stage shall be deducted from the amount payable to the bidder at the corresponding next stage of payment.

ELIGIBILITY CRITERIA

26. The firm may be of proprietary/consortium shall be registered with the council of Architecture. In the case of applications from consortia, a statement of participation from each member of the consortium, certified copies of the partnership deed, or consortium agreement along with Memorandum of Understanding (MOU), if any, signed by all participants and duly attested by a Public Notary shall be submitted. Company profile

with brief note and organization chart are needed to be provided. The lead consultant of the consortium should have registered in Nepal with **five (5) years of continuous** operation up to the date of publication of this RFP.

27. The intending firms should have the experience of having designed institutional building/ industrial building and consultancy service to Government/Semi Government / Public Undertaking or reputed private organization for buildings. The same shall be **supported with details of their past experience** in this regard along with authenticated project award letters and completion certificates.

28. The intending firms should have completed at least **three similar projects costing more than NRs 50 lakhs during last ten years**. The clients and project information shall be provided with details of client's representative of these projects who could be contacted by Defence Wing, Welfare Branch. Name of the project, time and cost of the project etc. shall be mentioned clearly for each works.

29. The firm should be well aware of current trends and practices in the development of such facilities. Experience of having undertaken such works in the past should be in the name of the intending firm/company/consortium and not of individuals presently engaged /employed in the firm/company/consortium.

30. Intending parties should demonstrate their capability by providing material evidence based on their experience, past performance, existing personnel etc. to carry out the work detailed in the scope of work and elsewhere in this RFP.

31. The bidder should have sufficient number of technical and administrative employees for proper execution of the project. The bidder should have in house expertise for all the discipline required to design and execute the project. They should also possess the latest software / advance digital technique to deliver the best services. They should not outsource any or part of the consultancy services to any other agency without the written consent of the Defence Wing, Welfare Branch. The bidder should submit the list of employees in all the concerned disciplines with their technical qualifications stating clearly how they would be involved in the project. The technical and administrative employees indicated in the application should not be reduced at any relevant stage of work of the project or should not be changed without the prior approval of the Defence Wing, Welfare Branch. If personnel involved in the project are required to be changed, their replacement should have comparable expertise and experience.

32. The firm must propose the project schedule starting with design, to handover stage, and address the ability and qualification of design team to meet the proposed project schedule.

33. Indicate potential roadblocks to meet the schedule and how they will be managed so that they do not compromise the required schedule.
34. The bidder should not have been barred or blacklisted by any Central or State Govt of Nepal.
35. The bidders should not have either failed to perform on any agreement or been expelled from any project or have any agreement terminated for breach for their part during last 5 years.
36. The bidder shall have necessary office/branch at Kathmandu, for providing all services, the ability to respond quickly to requests and the requirements of the projects and facilitate good communication, access, meetings/interaction on requirement basis.

SELECTION PROCESS

37. The Defence Attaché/Assistant Military Attaché (Welfare) will shortlist the eligible firms based on :-
- (a) The preliminary concept design
 - (b) Technical details.
 - (c) Financial details.
 - (d) Support documents/details provided by the firms.
38. Incomplete documents will not be considered. Shortlisted firms shall be invited to present the proposals/designs before the selection committee.
39. The Defence Wing, Welfare Branch will consider only responsive proposals from responsible bidders for a contract award. A responsive proposal is one which complies fully with all submission requirements stated in this RFP. Any proposal which does not comply with all submission requirements will be rejected as non-responsive. A responsible bidder is one who demonstrably possesses the skill, ability, and integrity necessary to faithfully perform the work called for in this RFP. Each responsive proposal from a responsible bidder will be evaluated solely according to the RFP. The evaluation committee will determine that most advantageous proposal from a responsible and responsive bidder on the basis of the evaluation criteria.

PERIOD OF CONSULTANCY

40. Period of the consultancy would be till the facility is commissioned and completion of the defect liability period. Defect liability period will be one year after the commissioning of the facility for regular use. All defects arising out of the consultancy services rendered by the consultant shall be rectified by the agency free of cost during this period.

ARCHITECTURAL AND ENGINEERING DOCUMENTATION REQUIREMENTS

41. **General:** Upon award of assignment, the successful bidder shall provide all necessary design, drawings, calculation and specifications. All architectural and engineering design shall be performed by qualified professional authorized to practice in the project area. All drawings (100%) 'Good for Construction' shall be provided to the contractor, once the contract is awarded.

42. The successful bidder shall be responsible for providing the necessary design and documentation to obtain the necessary construction permits for the project, design fees associated with multiple plan review submissions due to inadequate design documentation shall be the responsibility of the consultant.

43. **'As Built Drawings'** for each discipline should be provided at the completion of the project.

FEES AND PAYMENT TERMS

44. Total fees payable to the bidders in accordance with the scope of services as enunciated in this RFP shall consist of fixed percentages of the total estimated cost of the project and it will be fixed for the entire work irrespective of increase/decrease in the actual cost of the project. No additional payment will be made for any change/modification in the scope of the work or any additional work in the proposed site whatever the reason so ever, with any condition for escalation whatsoever.

45. The fees are inclusive of all levies and taxes as per the latest taxes and rules applicable (excluding travel expenses outside Kathmandu for field visit), and inclusive of fees payable by the consultant to any other sub-consultant and associate.

46. Cost of bought items e.g. loose furniture and furnishing, elevator, escalators, kitchen/pantry equipment, laboratory equipment, UPS, diesel generator sets, for which only layouts, schematics, capacities, connectivity and basic specifications shall be provided by the bidder, does **not contribute any fee for the scope**.

47. The fees amount for the consultant shall be paid in the following stages:-

Stage I	On submission of conceptual designs and preliminary estimate of the cost of the project.	5% of total fees
Stage II	On submitting the final preliminary drawings/designs and estimates of cost of the project.	10% of total fees
Stage III	On submitting basic working drawings and detailed item-wise estimates of cost which should also include approval from local bodies.	10% of total fees
Stage IV	On submitting detailed specifications, bills of quantities, detailed working drawings (contractual and service design) together with estimates of cost sufficient to invite tenders	10% of total fees
Stage V	On submission of complete sets of drawings and details sufficient for the work to commence at site.	25% of total fees
Stage VI	Construction Stage. During the course of construction of work at site 30% of total fees to be paid in installments as per the progress of work from time to time.	30% of total fees
Stage VII	On completion of work and obtaining required completion certificates (payable after expiry of the defect liability period).	Balance payment making the total equivalent to 100% of fees payable

For any other information please visit our website: www.indianembassy.org.np

CHECK LIST FOR SUBMISSION OF BID DOCUMENTS

1. Conceptual design/s as envisaged at preliminary stage.
2. Profile of the firm.
3. Partnership details like partnership deed etc. if applicable, documents regarding the registration of the firm with the government and also with other institutions/ authorities.
4. The firms' organization chart.
5. List of technical personnel held with them with their qualification, specialization, experience with your firm and total experience in consultancy field.
6. List of other staff in the firm.
7. List of major works executed during five years.
8. List of ongoing works/projects.
9. Photographs of major works executed by your firm.
10. Appreciation/reward letter, if any, from the clients.
11. Copies of PAN card, Income tax, service tax regn etc.
12. Any additional development/papers which the firm wishes to submit.

TERMS OF REFERENCE (ToR)

1. **Introduction.** Govt of India proposes to carry out repair/maint/renovation/upgradation/ construction/demolition & major electrical works at various locations in Nepal through Embassy of India, Defence Wing, Welfare Branch, Kathmandu. Embassy of India, Defence Wing, Welfare Branch, Kathmandu proposes to hire a Consultant Engineer for site measurement, preparation of design & drawings, bidding documents, detailed cost estimate, BoQ, rate analysis, technical expertise and proper field supervision towards the repair/maint/renovation/upgradation/construction/demolition & major electrical works and other allied works at PPOs, DSBs, BGSN and Defence Wing.
2. **Location.** The proposed works will be carried out at premises of District Soldier Boards (DSBs) located all over Nepal and Defence Wing & BGSN located at Kathmandu and PPOs located at Pokhara and Dharan as per Appendix A.
3. **Conditions of eligibility.** Only consulting firms fulfilling the following conditions and submitting the relevant documentary proof are eligible to apply:-
 - (a) Having successfully completed three projects with the design of building and consultancy projects costing of NRs 50 lakhs and above during the last ten years ending Mar 2017 in India/Nepal. The applicants' performance of work/project in last five years should be certified by an officer or project manager or equivalent on their letter head. The completion certificate must clearly indicate project cost (i.e. tender and completed cost), date of commencement of work, date of completion of work, nature of work and that works have been completed satisfactorily and without any penalty.
 - (b) Having valid registration with the Council of Architecture of India/Nepal, Registrar of Companies, Tax/VAT/Service office of the GoI/GoN or with Engineering Council, Registrar of Companies/Cooperatives, Tax/VAT office of the Govt of Nepal or Govt of India. This should be supported by certified copies of the registration certificates showing registration number, date of registration, PAN/VAT number & its validity and clearance certificate regarding service tax payment.
 - (c) The firms should have sufficient number of technical and administrative employees for rendering the design and consultancy services as per the terms and conditions of the consultancy contract agreement. The firms should submit a list of these employees with details of their technical qualifications and experience stating clearly how these would be involved in this work.
 - (d) Additional information pertaining to association agreement, if required, with other technical firms/professionals, commitment regarding adherence to professional code of ethics and proposed work schedule for the project shall be supplied with the application.

4. **Award of work.** A Consultancy Evaluation Committee (CEC) specially constituted for the purpose at the Defence Wing, Embassy of India, Kathmandu shall evaluate the proposals submitted by the consulting firms and shall be based on the regulations of the Govt of India.

5. **Correspondence Address.** Asst Military Attaché (Welfare), Welfare Branch, Embassy of India, Bharatiya Gorkha Sainik Niwas, Thamel, Kathmandu.

6. **Scope of Services**

6.1. **Preliminary Stage.**

(a) Prepare site plan including survey of the area showing contours, features, services and facilities available, general layout of existing and proposed buildings and services, preliminary sketch and design with drawings, giving details of useable areas, services area, circulation area and total plinth area and cost estimates, provide information in respect of magnitude of work and its components and services and cost of all such items involved.

(b) Carry out preliminary planning of all internal and external utility services like water supply, sewerage, storm water drainage, electrical, air conditioning, horticulture and landscaping development plans showing roads, paths and eqpt etc required for the indicated scope, specifications and costs, separately of such sub heads.

(c) Submit detailed project report including preliminary drawings to the employer in respect of 6.1 (a) and 6.1 (b) above after incorporating suggested changes, additions and alternations and secure approval of the employer.

(d) Prepare drawings for the approval of the competent local authority/statutory body, if necessary, according to local acts, laws, regulations in Nepal and make applications for and conduct negotiation for obtaining the approvals from the local authority.

(e) In consultation with the employer, prepare a time schedule, in respect of the various services to be rendered and discharged of the employer's obligation. The Consultant Engineer shall also advise the employer on the programme of work-Project Evaluation and Review Technique (PERT)/Critical Part Method (CPM)/Bar Charts- prepared by the Contractor/s and monitor the progress accordingly. While preparing the time schedule the Consultant Engineers shall take all necessary precautions, so that, there is no time and cost overrun of the project.

(f) Carry out the technical assessment of the project including preparation of BoQ for cost estimates for the proposed structures and services.

(g) All drawings and tracings shall be of at least A-1 size and soft copies of these should be provided to the employer. Copyright of all drawings and related materials would rest with the employer.

(h) Any other task as assigned by the employer.

6.2 **Working Drawing Stage.** Preparation of working drawings with details incorporating services and schedule of quantities. This shall include:-

- (a) Prepare working and detail architectural, structural, electrical, sanitary, plumbing etc drawings and detailed specifications for all items of the above works including internal utility services, along with details of quantities and details of structural design.
- (b) Obtaining approval of the above and modify them if considered necessary by the employer.
- (c) Direction and coordination of the architectural, engineering and quantity survey work and preparation of complete working details, schedules, specifications and Bill of Quantities to describe the whole project adequately for the purpose of taking the employer's approval and that of local body and for awarding to the main and other subsidiary contract(s).
- (d) Prepare approved form of pre-qualification documents and tender documents for call of pre-qualification bids and tenders including Notice Inviting Tenders, general and special conditions of agreement, constructions schedule etc and obtain approval of the employer.
- (e) Assist to invite tenders from pre-qualified agencies for various works of building as per scope of work approved by the employer.
- (f) Assist to invite separate tenders from pre-qualified agencies for repair/maint/renovation/construction/demolition & major electrical works, supply, installation, testing and commissioning of items required for the DSBs/BGSN/PPOs buildings as per package(s) and scope of work approved by the employer.
- (g) Any other task as assigned by the employer.

6.3 **Construction stage.**

- (a) Technical and financial evaluation of tenders in consultation with the employer and submit recommendation to assist the employer in the final selection of the contractor and subsequent negotiation. The Consultant Engineer shall furnish a statement indicating market rates and justification for all major items and also for all such items where the lowest bidder has quoted exceptionally high prices.
- (b) Supplying to the contractor such further drawings and specifications as approved by the employer, which may be required for proper execution of the work.
- (c) Checking and approving shop drawing submitted by the contractor under intimation to the employer.

- (d) Advising the employer sufficiently in advance to enable him to get permits, quota certificates and license if required.
- (e) Assisting the contractor to prepare a works progress schedule.
- (f) Providing one project manager/qualified engineer having B.Tech. Degree in civil engineering with minimum experience of five years of construction supervision for on-site supervision and inspection to check whether the works are being executed strictly in accordance with the contract, working drawing, specification and as per program and promptly inform the employer in case of any short coming in the part of contractor as per required.
- (g) Advising the employer on the progress and quality of work by coordinating, monitoring and controlling the work during execution.
- (h) Obtaining employer's approval for any material or quantity deviation in design or cost or the working drawings, schedule and specification from the approved scheme.
- (j) Getting all the mandatory tests of material being used on site on behalf of employer. Actual expenses would be paid by employer if the samples pass the test otherwise contractor will bear the charges.
- (k) Advising the employer in advance, if the contract time is likely to be varied and reasons thereof. Advise the contractor in writing to adhere to the time schedule and apply for necessary extension of project time, if required.
- (l) Scrutinizing the contractor's application for payment, evaluation of work completed for interim and for final payments and issuing certificates for authorizing payment. The Consultant Engineer shall ensure that at no stage, there shall be over payments.
- (m) Certifying the completion of work after obtaining the employer's prior written approval.
- (n) Any other task as assigned by the employer.

6.4 **Post construction stage.**

- (a) Obtaining completion certificate from the local bodies, if required, on completion of work.
- (b) Submitting applications to local authorities for accord of service-connections, safety certificates.
- (c) Getting prepared 'as built' completion drawings included elevations, sections and structural details including details of all services. Three sets of as built construction drawings should be supplied to the employer. Soft copies should also be supplied to the employer on CD.
- (d) Preparing and compiling the maintenance manual through various construction agencies involved and provide 3 copies (both hard and soft) to the employer.

- (e) Assisting in handing over of the project along with necessary documentation, operating manuals, test certificates etc.
- (f) Inspecting and identifying defects prior to expiry of Defect Liability Period, warranty claim, advising corrective majors and direction the rectification thereof.
- (g) Issuing certificate of final completion of work after obtaining the employer's prior written approval and certifying final invoice on expiry of 'Defect Liability Period'.
- (h) Assisting the employer in **arbitration**, litigation case that may arise out of contracts enter into in respect of above work. In the event this involves Consultant Engineer or his representative to undertake visit(s) abroad, the employer shall make such additional payments as his mutually agreed to.
- (j) Any other task as assigned by the employer.
- (k) Consultancy services shall comprehensively include architectural, electrical, plumbing, sanitation, storm water drainage, structural, landscape, and other specialist discipline etc, involved in the planning, design, preparation of documents and construction management services in all stages mentioned above.

7. **Payment of remuneration.**

- (a) **Consultancy fees.** The employer agrees to pay to the Consultant Engineers for the professional services to be rendered by him as herein above described 6.1 to 6.4, the following fees :-
 - (i) A fee calculated as percentage of the **estimated cost** on which the work is allotted to contractor/contractors. This fee shall be converted in a lump-sum figure when once the tender/tenders are accepted and shall be frozen at this level. The fee shall not be revised on account of escalation or any change orders issued after the award of work.
 - (ii) Payments for the services up to the stage of acceptance of tenders shall be on the basis of the estimated cost of the project and these shall be treated as on account payments which shall be adjusted against the lump-sum fee arrived at after the Award of Contract to the contractor as stated above.
 - (iii) The fee shall be inclusive of fees payable to any other Consultant Engineer (s), if any, engaged by the Consultant Engineer and nothing extra shall be payable by the employer.
 - (iv) The Consultant Engineers shall not claim any compensation for submission of the revised drawings, specifications or other documents for any reason including due to changes in interpretation or revisions of law, statutory or other regulations.

8. **Reimbursables.** Subject to prior approval of the employer, the following reimbursables shall be allowed on actual cost basis:-

- (a) Cost of sub-soil surveys/investigations payable to the soil Consultant Engineer as per actual bill on the basis of tender.
- (b) Cost of photographs of the project as agreed.
- (c) Cost of lab tests/investigations as agreed.
- (d) Cost of Environment Impact Assessment, if required.
- (e) Cost of site visit (travel by bus/public transport and lodging) of the Consultant Engineer beyond 4 visits.
- (f) Expenditure of project manager/qualified engineer of the selected Consultant Engineer at site shall be part of the consultancy fee and shall not be reimbursable separately.

9. **Penalty.** A penalty of 0.50% of total accepted contract value will be imposed for delay in works/unsatisfactory delivery of consultancy services for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed consultancy service.

10. **Cost of Construction.** The cost of the following items shall not be included in the cost of construction for purpose of working out of consultancy fees:-

- (a) Land.
- (b) Plan approval and services connection deposits and fees payable to local and/or statutory body by the employer.
- (c) Any other services, which are not designed planned or supervised by the Consultant Engineer.
- (d) Any infructuous expenditure as a result of demolition, etc ordered by the Consultant Engineer and cost of any rejected work.
- (e) Other contingent expenditure like press advertisements, publicity, cost of foundation stone, inauguration ceremonies of buildings, etc.
- (f) Cost of lift, heavy electrical equipment like generator, HT/LT panels, AHUs, ACs etc.
- (g) In computing the cost of work for computing the Consultant Engineer's fees, liquidated damages or deduction made/due from the Contractor on account of defective work or other reasons shall be accounted for as reduction in cost.

11. **General**

- (a) The Consultant Engineer shall be fully responsible for the technical soundness of the work including those of specialists engaged, if any, by him and also ensure that the work is carried out strictly in accordance with drawings and specifications.

(b) The employer shall have the work inspected at any time by any officer nominated by him who shall be at liberty to examine the records, check estimates, structural designs and verify measurements and the quality of work.

(c) The appointment of employer's own supervisory staff, if any, does not absolve the Consultant Engineer of his responsibility of supervision. The Consultant Engineer shall remain solely responsible for the quality of material, workmanship, structural soundness, designs and construction, and for all provisions of the contract so as to satisfy the particular requirement of the specification or drawings or other terms.

(d) The Consultant Engineer hereby agrees that the fees to be paid as provided herein shall be in full discharge of the functions to be performed by him and no claim whatsoever shall lie against the employer in respect of any proprietary rights or copyrights on the part of any other party relating to the plans, models and drawings. The Consultant Engineer shall indemnify and keep indemnified the employer against any such claims and against all cost and expenses paid by the employer in defending himself against such claims.

(e) The employer shall not be responsible for any damage, loss or injury caused to the Consultant Engineer or Employees of the Consultant Engineer.

12. The proposal should be valid for a period of six months from the date of their submission. The Embassy of India, Kathmandu reserves the right to reject any or all of the proposals without assigning any reason.

13. **Documents to be submitted.** The consulting firm shall submit:-

(a) **Brief Technical Proposal** including all documents fulfilling the conditions of eligibility in a sealed cover.

(b) **Financial Proposal** the rate should be quoted in a format given below in a separate sealed envelope:-

S/No	Nature of Works	Rate (To be filled by applying firm)
(i)	Site measurement, preparation of design/drawings, BoQ, detailed cost estimate with rate analysis and complete bidding documents.	% of the estimated cost of the project.
(ii)	Proper field supervision, quality control and technical expertise.	% of the estimated cost of the project.
(iii)	Travelling expenses for professional to get field visit at site beyond 4 visit.	

(c) **Submission of Proposal.**

(i) Application for technical-eligibility bid and financial bids should be placed **separately in sealed envelopes** and will be received upto the time and date specified in the "Notice Inviting Proposal".

(ii) Technical-eligibility application shall be for the entire scope of work. Partial and incomplete applications are liable to be rejected.

(iii) The language for completing the application and for the accompaniment is English. All communication should be written in English.

(iv) If any information furnished by the applicant is found to be incorrect at a later stage, he shall be liable to be debarred from tendering/taking up the work with Government of India. The Embassy reserves the right to verify the particulars furnished by the applicant independently.

(v) The Embassy reserves the right to **reject any prospective application without assigning and reason** and to restrict the list of technically eligible Consultant Engineers to any number deemed suitable by it, if too many applications are received satisfying the basic technical-qualification eligibility criteria.

(vi) Even though applicant may satisfy the above requirements, he would be liable to disqualification, if he has:

(aa) Made misleading or false representation or deliberately suppressed information in the forms, statements and enclosures required in the technical eligibility documents.

(ab) Record of poor performance such as absconding work, not properly completing the projects or fulfilling the contract agreements or financial failures/weaknesses.

(d) **Bid valuation criteria and selection procedure.** Technical bids will be opened and evaluated by CEC first. CEC shall **open the financial bids of only those bidders who have been declared technically qualified** by the CEC for further analysis or evaluation and ranking and selecting the successful bidder for placement of the consultancy contract.

14. The proposals of the firms not fulfilling the above criteria shall be summarily rejected.

LOCATIONS WHERE WORK IS REQUIRED TO BE CARRIED OUT

<u>S/No</u>	<u>Name of office</u>	<u>Location</u>
(1)	DSB Bharatpur	- Yagyapuri, Chitwan
(2)	DSB Butwal	- Fulbari, Butwal
(3)	DSB Surkhet	- Birendranagar, Surkhet
(4)	DSB Kohalpur	- Kohalpur, Banke
(5)	DSB Dang	- Chaughera, Dang
(6)	DSB Gulmi	- Tamghas, Gulmi
(7)	DSB Tikapur	- Tikapur, Kailali
(8)	DSB Baitadi	- Gothalapani, Baitadi
(9)	PPO/DSB Pokhara	- Rambazar, Pokhara, Kaski
(10)	DSB Waling	- Waling, Syangja
(11)	DSB Gorkha	- Laxmi Bazar, Gorkha
(12)	DSB Turture	- Turture, Tanahun
(13)	DSB Besisahar	- Besisahar, Lamjung
(14)	DSB Palpa	- Chilangdi, Palpa
(15)	DSB Baglung	- Baglung Bazar, Baglung
(16)	PPO/DSB Dharan	- Phusre, Dharan, Sunsari
(17)	DSB Taplejung	- Phungling, Taplejung
(18)	DSB Diktel	- Diktel, Khotang
(19)	DSB Tehrathum	- Myanglung, Tehrathum
(20)	DSB Ilam	- Ilam Bazar, Ilam
(21)	DSB Bhojpur	- Bhojpur Bazar, Bhojpur
(22)	DSB Okhaldhunga	- Okhaldhunga Bazar, Okhaldhunga
(23)	Arghakhanchi	- Sandhikharka Bazar, Arghakhanchi
(24)	Beni	- Beni Bazar, Beni
(25)	Mahendranagar	- Mahendranagar, Kanchanpur
(26)	Dailekh	- Dailekh Dullu Bazar, Dailekh
(27)	Dhading	- Dhading Besi, Dhading
(28)	Pyuthan	- Khalanga, Piuthan
(29)	Phidim	- Phidim, Panchthar
(30)	BGSN	- Thamel, Kathmandu
(31)	Defence Wing	- Lainchour, Kathmandu

GUIDELINES FOR SUBMISSION OF FIRMS

1. All intending firms may download the Request For Proposal (**RFP**) document from the Embassy of India website www.indianembassy.org.np as no hard copies of the document will be supplied by the Welfare Branch.

2. Intending firms should submit their technical and financial RFP bids (in duplicate) in two separately sealed envelopes which shall be sealed in another big envelope. The submission may be done by hand, or by post/courier, so as to reach **The Assistant Military Attaché (Welfare), Welfare Branch, Defence Wing, Embassy of India, Kathmandu, Nepal on or before 1400 hrs on 28 May 2018**. Welfare Branch will not take any responsibility for delay in submission of offer what so ever the reason may be.

(a) **Technical bid shall contain** the conceptual design, organization profile, list of technical personnel, work experience certificates, financial details showing the financial capability etc.

(b) **Financial bid** shall contain only unconditional price offer in the prescribed format enclosed as Annexure-I.

(c) The pre bid meeting will be held at Welfare Branch, Defence Wing, Embassy of India, Kathmandu, Nepal.

(d) **The technical bids will be opened on the 28 May 2018 at 1500 hrs.** The financial bids of the shortlisted agencies will be opened with due intimation to the short listed agencies only.

3. The sealed envelopes should be clearly superscribed "**Technical RFP Bid**" and "**Financial RFP Bid**". The name of the firm/partnership of firm/joint venture/consortium should also be clearly superscribed on both the envelopes. Copies of all documents, testimonials, certificates required to prove the expertise, experience, works undertaken and other capabilities as laid down in this document should be enclosed along with the request for selection and write up detailing the capabilities and credential of the party. **The complete RFP document, testimonials etc., shall be signed and stamped on all pages by the authorized signatory with stamp.**

4. All queries and clarifications/suggestions or requests regarding this RFP and its contents shall be in writing must reach the Welfare Branch on or before **1400 hrs on 28 May 2018**. The pre bid meeting will be held on 24 May 2018 at 1500 hrs at Welfare Branch. Queries and clarifications sought may also be submitted by e-mail to welfare.kathmandu@mea.gov.in

Date of Notification for Invitation of bids	: 26 Apr 2018
Last date for submission of queries/suggestions/clarifications	: 28 May 2018 at 1400 hrs
Pre bid meeting at Welfare Branch, Thamel	: 24 May 2018 at 1500 hrs
Last date for submission of technical bids & price offer	: 28 May 2018 at 1400 hrs
Opening of proposals (Technical Bids) by BoO	: 28 May 2018 at 1500 hrs

The Welfare Branch reserves the right not to entertain and/or answer any queries, clarifications and the like that are received after the said date and time. The participants should regularly check Embassy of India website for updates regarding any latest information and clarifications regarding the tender.

Bidders should note the date and time of submission of applications clearly. No late or delayed applications will be accepted. No supplementary material will be entertained by Welfare Branch after the dead line for submission of the bids.

If the bidder is a firm, the application shall be signed by the proprietor/partner of the firm. If the bidder is a company, the application shall be signed by the Chairman, or the Managing Director of the company. In case it is a joint venture/consortium, the application shall be signed by the duly authorized person holding Power of Attorney. If the bidder is a company, a copy of Memorandum of Association and Articles of Association duly attested by the Chairman or Executive Director or Managing Director of the company should also be furnished. In case of partnership firms a certified copy of partnership deed duly attested by all the partners and address of all the partners of the firm should accompany the application. In case of consortia, a certified copy of the consortium agreement along with copies of Power of Attorney documents should be submitted. Besides, a consortium should also clearly indicate the Lead party in the consortium.

The Welfare Branch reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.

Assistant Military Attaché (Welfare)
Defence Wing, Welfare Branch,
Embassy of India, Kathmandu, Nepal

Detailed Design, Estimate and supervision of repair/maintenance/construction and major electrical works of Defence Wing for the financial years 2018-19, 2019-20 and 2020-21.

FORMAT FOR FINANCIAL PROPOSAL

Financial proposal for selection of bidder for comprehensive consultancy services for repair/maintenance/construction and major electrical works of Defence Wing for the financial years 2018-19, 2019-20 and 2020-21.

Dated:

From:-

To:-

Assistant Military Attaché (Welfare)
Defence Wing, Welfare Branch,
Embassy of India, Kathmandu

Subject: Financial proposal for selection of Bidder(s) for comprehensive consultancy services for repair/maintenance/construction and major electrical works of Defence Wing for the financial years 2018-19, 2019-20 and 2020-21.

Dear Sir,

1. We have examined the details given in Request for Proposal (RFP) provided by Welfare Branch, Indian Embassy, Kathmandu for selection of bidder(s) for subject work.
2. Our fee for the scope of services described in the RFP amounts to ____% of the estimated cost of the project (In words_____ percentage) of the amount put to tender for the subject.
3. We agree to all other terms and conditions relating to the fees as laid down in this RFP.

OPTIONAL ITEM (RATE ONLY)

Construction Management

This includes Project Management Consultant Services for execution of total project during the period of execution including all activities of planning for execution of work, scheduling, period of execution including all activities of planning for execution of work, scheduling, implementing construction programmes, coordinating with all the concerned, documentation of related matters, preparation of periodical reports, supervision of all construction agencies at site, taking and recording of measurement and preparation of bills of work as per internal standard works manual as also standard practices and agreements, executed by all agencies and recommending payments ensuring that construction agencies are duly following contractual, technical, quality, safety, procedural and statutory requirements for the execution of civil and allied works project contracts, including day to day supervision etc. which mainly involves to provide all service to Engineer in Charge of Project to perform his duties for realization of the project in time duly ensuring desired quality and performance of project etc complete.

Total fees is _____ percentage of the estimated cost put to tender is acceptable to me.

Thank you,

Yours faithfully,

Signature of Bidder/Authorized signatory:

Name of signatory:

Designation:

Name and address of bidder:

Contact number:

Fax:

Email:

Seal of the organization:

**Embassy of India
Kathmandu**

NOTICE INVITING BIDS

Embassy of India, Defence Wing, Welfare Branch, Kathmandu invites sealed and separate tenders under two bid system (Technical and Financial Bid) from established/reputed/registered Architectural Engineering Consultant/Consulting Firms for implementation of the repair/maintenance/upgradation/renovation/construction/demolition of the buildings & major electrical works for the financial years 2018-19, 2019-20 and 2020-21 at various locations in Nepal.

Interested parties meeting the above requirements are requested to contact Welfare Branch, Defence Wing, Embassy of India, Kathmandu during office hours (10 AM to 5 PM) from 26 Apr 2018 onwards for obtaining detailed scope of works and evaluation criteria. Further information is available on website www.indianembassy.org.np or contact on 01-4418064, 01-4412597.

Last date for receipt of sealed bids will be on 28 May 2018 (2 PM).

The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason.

Assistant Military Attaché (Welfare)
Embassy of India, Kathmandu (Nepal)