

EMBASSY OF INDIA, DEFENCE WING
WELFARE BRANCH, KATHMANDU

NOTICE INVITING PROPOSAL FOR APPOINTMENT OF CONSULTANT

Embassy of India, Welfare Branch, Kathmandu (Nepal) proposes to carry out repair/maint/renovation/upgradation/construction/demolition & major electrical works at various District Soldier Boards (DSBs) and Bharatiya Gorkha Sainik Niwas (BGSN), Kathmandu.

The Embassy of India seeks the services of a reputed, registered, qualified Consultant, with experience of assignments similar to the proposed project in India/Nepal to assist the Embassy for implementation of the above project. The Consultant shall be responsible for properly carrying out all project related activities including preparation of Architectural/Engineering Drawings, including seeking approvals of local bodies, if any, preparation of tender documents etc, assisting Employer in the award of construction contracts and field supervision of construction work. The terms of reference (ToR) can be obtained from Defence Wing, Welfare Branch, Embassy of India, Kathmandu during office hour from 9 am to 5 pm.

Reputed Architectural/Engineering Consulting firms, based in India/Nepal, who wish to bid for the job may submit their sealed proposal (i.e. technical and financial proposal) as per schedule given below:-

ACTIVITY SCHEDULE

S/No	Activity	Date/Venue
01.	Submission of proposals	Till 06 Jan 2017 (1700 hrs). All proposals should be addressed and submitted to AMA (W), Embassy of India, Kathmandu. (Proposal can be submitted by hand or by post. If sent by post, the Embassy would not be responsible for delay/loss in postal transit).
02.	Opening of proposals	On 09 Jan 2017 (1500 hrs). Venue : Office of the AMA (W) at BGSN, Thamel. The bidder or his representative may be present during the opening before a duly constituted Committee. The name and contact details, including tele no of the representative of the bidder is required to be indicated in the bid documents on the basis of which access to the office would be considered.

1. The interested Bidders should have satisfactorily completed buildings design and consultancy projects (at least three project costing NRs 50 lakhs and above) in India/Nepal during the last five years ending Mar 2016.
2. The bidders are advised to enclose duly attested copies of all relevant documents. (i.e. company profile consisting of registration paper, tax clearance certificate, annual turn over report, audited balance sheet, specific experience of consulting firms related to the assignment, methodology, work plan, key personnel proposed and other supporting documents).
3. The proposal along with the enclosure shall be submitted in a separate sealed envelopes which shall be superscribed as under:-

Envelope No. 01

(a) "TECHNICAL BID : PROPOSAL FOR CONSULTANCY SERVICES FOR SITE MEASUREMENT, PREPARATION OF DESIGN, DRAWING, BIDDING DOCUMENTS, BOQ, RATE ANALYSIS, TECHNICAL EXPERTISE, FIELD SUPERVISION, QUALITY CONTROL AND EXECUTION OF THE PROJECT FOR REPAIR/MAINT/RENOVATION/UPGRADATION/CONSTRUCTION/MAJOR ELECTRICAL WORKS".

Envelope No. 02

(b) "FINANCIAL BID : PROPOSAL FOR CONSULTANCY SERVICES FOR SITE MEASUREMENT, PREPARATION OF DESIGN, DRAWING, BIDDING DOCUMENTS, BOQ, RATE ANALYSIS, TECHNICAL EXPERTISE, FIELD SUPERVISION, QUALITY CONTROL AND EXECUTION OF THE PROJECT FOR REPAIR/MAINT/RENOVATION/UPGRADATION/CONSTRUCTION/ DEMOLITION AND MAJOR ELECTRICAL WORKS".

4. The Bidder should put these two sealed envelopes in a bigger envelope duly sealed.
5. Proposal must be submitted at the scheduled venue and time as indicated in No 01 of "ACTIVITY SCHEDULE".
6. The Embassy of India, Welfare Branch, Kathmandu reserves the right to reject or accept any proposal without assigning any reason.
7. The proposals of the firms not fulfilling the above criteria shall be summarily rejected.

Asst Military Attaché (W)
Embassy of India
Kathmandu

EMBASSY OF INDIA, DEFENCE WING
WELFARE BRANCH, KATHMANDU

Repair/maint/renovation/upgradation/construction/demolition & major electrical works
at various locations in Nepal

TERMS OF REFERENCE (ToR)

(For appointment of a Consultant/Architectural/Engineering firm)

1. **Introduction:** Govt of India proposes to repair/maint/renovation/upgradation/construction/demolition & major electrical works at various locations in Nepal through Embassy of India, Welfare Branch, Kathmandu. Embassy of India, Defence Wing, Welfare Branch, Kathmandu proposes to hire a Consultant 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 related works at various locations in Nepal.
2. **Location:** The proposed works will be carried out at District Soldier Boards (DSBs) located in Nepal and BGSN located at Kathmandu as per Appendix A.
3. **Conditions of eligibility:** Only consulting firms fulfilling the following conditions and submitting the relevant documentary proof to apply:-
 - (a) Having successfully completed three project with the design of building and consultancy projects costing of NRs 50 lakhs and above during the last five years ending Mar 2016 in India/Nepal. The firm should produce last five years turnover of the consultancy services. 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, completed cost), date of commencement of work, date of completion of work, nature of work and that works has been completed satisfactorily and without any penalty.
 - (b) The consultancy details should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant as submitted by the applicant to the Tax Department.
 - (c) 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.
 - (d) 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.
 - (e) 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, to 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 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 consultants 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 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 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) Scrutinising the contractor's application for payment, evaluation of work completed for interim and for final payments and issuing certificates for authorising payment. The consultant 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) Getting prepared and compiling the maintenance manual through the 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 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 consultants 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 **accepted contract price** 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 accepted contract value 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 (s), if any, engaged by the consultant and nothing extra shall be payable by the employer.

(iv) The consultants 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 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 and lodging) of the consultant beyond 4 visits.

Expenditure of project manager/qualified engineer of the selected consultant at site shall be part of the consultancy fee and shall not be reimbursable separately.

9. **Penalty** A penalty of .25% of total accepted contract value will be imposed for delay in works/unsatisfactory delivery of consultancy services (At discretion of the Employer).

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.

- (d) Any infructuous expenditure as a result of demolition, etc ordered by the Consultant 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.

In computing the cost of work for computing the Consultant'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 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 of his responsibility of supervision. The Consultant 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 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 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 or Employees of the Consultant.

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 specified in clause '4' 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 accepted contract value.
(ii)	Proper field supervision, quality control and technical expertise.	% of the accepted contract value.
(iii)	Travelling expenses for professional to get field visit at site.	

(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 consultants 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:

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

- 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:**

(i) 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.

PROPOSED WORKS TO BE CARRIED OUT AT VARIOUS LOCATION

<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)	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)	DSB Dharan	- Phusre, Dharan, Sunsari
(17)	DSB Taplejung	- Phungling, Taplejung
(18)	DSB Diktal	- Diktal, 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)	DSB Arghakhanchi	- Sandhikharka Bazar, Arghakhanchi
(24)	DSB Beni	- Beni Bazar, Beni
(25)	DSB Mahendranagar	- Mahendranagar, Kanchanpur
(26)	DSB Dailekh	- Dailekh Dullu Bazar, Dailekh
(27)	DSB Dhading	- Dhading Besi, Dhading
(28)	DSB Piuthan	- Khalanga, Piuthan
(29)	DSB Phidim	- Phidim, Panchthar
(30)	BGSN	- Thamel, Kathmandu