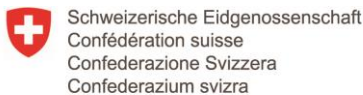

HELVETAS SWISS INTERCOOPERATION NEPAL

BID DOCUMENT
FOR
PROVIDING REGIONAL TECHNICAL ASSISTANCE
FOR
TRAIL BRIDGE SUB-SECTOR PROGRAM
(TB-SWAP)
For
Eastern Region

November 2014

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PART A: INTRODUCTION



Embassy of Switzerland in Nepal

1. INVITATION TO BID

Invitation to Bid for Providing Regional Technical Assistance to Implement Trail Bridge Sub Sector programme in Eastern Region

Trail Bridge Sub-Sector, a government-led programme, is guided by the Trail Bridge Strategy, 2062 and the Trail Bridge Sector-wide Approach (TB-SWAp) Directives 2066. The successful implementation of TB SWAp Framework I has widened the scope of continuation. The Government of Nepal (GoN) and Development Partners (DPs) have agreed to continue the programme as TB SWAp Framework II for the period 17 July 2014 to 16 July 2019. Ministry of Federal Affairs/ Department of Local Infrastructure Development and Agricultural Roads (MoFALD/DoLIDAR) at the center is responsible for overall implementation and monitoring of the TB-SWAp including policy formulation and enforcement, securing funds, coordination and procurement of steel wire ropes and bulldog grips. The responsibilities of planning, implementation, operation and maintenance of trail bridges remain with the DDCs/DTOs. On behalf of Swiss Agency for Development and Cooperation (SDC), TBSU/HELNETAS Swiss Intercooperation Nepal is responsible for providing Technical Assistance at the central level as well as shall orient / coach and monitor regional NGOs / private consulting firms in implementation of technical assistance. Regional NGOs / private consulting firms shall assume the tasks and responsibilities of implementation of Technical Assistance at regional and district levels.

1. Bids are re-invited from Non-Government Organizations (NGOs) and / or private consulting firms /or Joint Venture (JV) for providing Regional Technical Assistance in Eastern Region.
2. Joint Venture of bidders is permitted. However, a firm is allowed to be as lead partner in only one bid. If a bid is from a Joint Venture, the bidding document must identify a member of the JV who performs the lead function (deputation, coordination). The bidder lists all members and their roles of the JV. All members of the JV together and / or individually bear full responsibility for the bid.
3. NGOs and / or private consulting/ consortium firms which have working experiences of at least three years in community rural / local infrastructure with local government within last ten years are eligible for bidding. In case of joint venture, lead firm must fulfil the above said eligibility. NGOs / or private consulting firms having working experience of at least two years will be eligible for associate bidders.
4. A complete set of Bid documents are made available: [www.helvetas.org.np/about-us/job & notices](http://www.helvetas.org.np/about-us/job¬ices) until 19/12/2014.

5. Bids are to be submitted under two envelop system, i.e. Technical Proposal and Financial Proposal.
6. Bids in hard copy must be submitted at the following address latest by 17:00 hrs, 22/12/2014.

The Country Director
HELNETAS Swiss Intercooperation Nepal
Dhobighat, Lalitpur
G.P.O. Box - 688, Kathmandu, Nepal
Fax : 977-1-5531109
7. The quoted rates must be valid for a period of 90 days after bid opening.
8. This office reserves the right to accept or reject, wholly or partly any or all bids without assigning any reasons, whatsoever.
9. The bids shall be opened on 23/12/2014 at 11:00 hours at HELNETAS Swiss Intercooperation Nepal, Dhobighat, Lalitpur in presence or absence of bidders.
10. HELNETAS Swiss Intercooperation Nepal reserves the right to take decision about award of contract to a NGO/ firm or to cancel bids, without giving any reason whatsoever.

2. INFORMATION TO BIDDERS

1. A firm¹, which has working experiences of at least three years in community rural / local infrastructure with local government within last five years are eligible for bidding. In case of joint venture, lead firm must fulfil the above said eligibility. Firms having working experience of at least two years will be eligible for associate bidders.
2. Bid amount shall be quoted in Nepalese Rupees and payment shall be made in Nepalese Rupees.
3. The bidders shall quote rates and total amount both in figures and words.
4. In case of difference in the rates quoted in figures and in words, the rates quoted in words shall apply.
5. While quoting rates, bidders will not be allowed to use correcting fluid or other erasing materials; neither bidder will be allowed to over write the quoted rates. It may result into rejection of the bid document. In case of mistakes in rates, the bidder is to simply cross the rates and shall re-write the rates and shall bear the initials of authorized signatories.
6. Bids received after expiry of submission date shall not be considered as valid.
7. Prices quoted by bidders shall remain valid for a period of 90 days after opening of the bids
8. Acceptance or rejection of bid documents and award of the job or cancellation of bid notice shall remain within the jurisdiction of HELVETAS Nepal.
9. Technical Proposals shall be opened in presence or absence of bidders or their authorized representatives.
10. After evaluation of technical proposals, the bidders will be informed of the outcomes.
11. Financial proposals of only those bidders, whose technical proposals are accepted, shall be opened.
12. The bidders, whose technical proposals will be accepted, shall be informed of the date, time and place of opening of financial proposals.
13. A firm is allowed to be as lead partner in only one bid for a region. But, can also be lead partner in bids for other regions.
14. A bidder will be awarded job for maximum two regions only whether bidding as an individual firm or as a lead firm of JV.
15. Bidding cost shall be for the bidders' account.
16. The following document shall form an integral part of the contract agreement:
 - a) Invitation for Bids
 - b) Bid Document
 - c) Contract Agreement
 - d) Future correspondences in regard to the contract
 - e) Instructions issued by TBSU / HELVETAS
17. The bidder must sign on each page and put office seal on every page.

¹ Firm means an NGO or a Private Consulting Firm

18. Bidders have to mandatorily submit copy of the following documents with the bid document:
- a) Firm Registration Certificate
 - b) Authorization to represent the firm
 - c) VAT Certificate
 - d) Tax clearance certificate of 2069/070
 - e) Affiliation with Social Welfare Council (for NGO)
 - f) Constitution (for NGO)
 - g) Memorandum of Association & Articles of Association (for consulting company)
 - h) Partnership Deed (for partnership consulting firm)
 - i) Profile of the organization
 - j) Audit Report of 2067/068, 2068/2069 and 2069/070
 - k) Annual Report (latest one)
 - l) Contract Agreement / Work certificates from clients
 - m) Signed CVs of proposed personnel
 - n) J/V Agreement
 - o) Self declaration by directors (office bearer) of the Organization about neutrality from the political parties/affiliation
 - p) Demarcation of Roles and Individuals between Board of Directors and Executives
 - q) Letter of self declaration of non involvement in proven corruption cases
 - r) Declaration on no deduction from the salary of the staff as indicated in the financial proposal
19. The bidding schedule is
- | | |
|------------------------------|------------|
| Publication of bid notice | 29/11/2014 |
| Bid document available until | 19/12/2014 |
| Last date of bid submission | 22/12/2014 |
| Opening of bids | 23/12/2014 |

3. TERMS OF REFERENCE

Terms of Reference for Regional Technical Assistance Provider (RTAP)

1. Context:

Foot trails are still the mostly used and reliable means of transport for people living in the hills and mountains as well as in the remote areas of Terai. In majority of rural areas, it is not unusual for children to walk two to three hours to reach to a school, for a family to walk half a day to the nearest weekly market and for a pregnant woman to walk for one day to a nearest health post.

Lack of access remains a serious constraint for economic and social development. Nepal possesses plenty of potentials for prosperity, however, the social and economic poverty and the vulnerability of people especially the disadvantaged groups (DAGs) are exacerbated by the lack of physical access to basic services and economic opportunities and to natural resources. It will remain a challenge to harness the potentials until people have improved access.

To overcome the challenges of river crossing, people developed indigenous technology of bridge building to cross rivers. For centuries, communities have been building bridges across Himalayan Rivers. At the beginning of the 20th century, the government started to become involved in constructing bridges at key locations. It was however only in 1964-65 that systematic and planned construction started including Swiss support that has since led to one of the most successful development partnership in Nepal.

Trail Bridge construction has already entered into a programmatic approach, known as Trail Bridge Sector Wide Approach Framework I (July 2009 to 2014) and follows the principles of the Paris Declaration on Aid Effectiveness (March 2005). The Ministry of Federal Affairs and Local Development (MoFALD), Department of Local Infrastructure Development and Agricultural Roads (DoLIDAR) have successfully managed implementation of Trail Bridge Sector-Wide Framework I (TB SWAp I). The successful implementation of TB SWAp Framework I has widened the scope of its continuation and scale-up. Considering its importance for safe access including positive socio-economic effects to the rural communities by the construction and maintenance of trail bridges through established institutions and systems, the GoN and the development partners (DPs) have agreed to continue the programme as TB SWAp Framework II² for the period July 2014 to June 2019.

2. Achievements and contributions:³

Improved Access: By July 2013, more than 5,300 trail bridges have been built which has improved rural people's access in Nepal to about 16 million people. A trail bridge provides safer access to over 3,000 beneficiaries on average within the zone of influence. Among the beneficiaries 83% belong to discriminated groups and 60% belong to disadvantaged groups. Gender disaggregated data show that the boys (33%) followed by men (28%), women (23%) and girls (16%) are the main users of the trail bridges.

Traffic and Time Saving: Some 625,000 people and 1 million animals now cross rivers safely every day. This saves millions of walking hours, children can go to school and people

² SWAp Framework II for Trail Bridge Sub Sector

³ Trail Bridge Sector-Wide Approach Framework I (2009-14), External Review Report, 2013.

can visit medical centres, temples, access public services, their fields and go to markets to buy and sell products more easily. The changes it has brought about include reduced isolation, better access to information, services (health, education), technology and markets, resulting in improved literacy, reduced child and maternal mortality. In terms of time saved, on average for a one-way journey in the rainy season is approximately 25 minutes while during the winter is 15 minutes.

School attendance and health posts visit: After trail bridge construction, an increased in attendance of students rates ranged from 5% - 20%. The number of patients accessing health facilities from across rivers increased by 40% and the majority (43%) of crossers coming for check-ups are women. On average 30 minutes was saved for a one-way journey to market centres.

Employment to Locals: The local population has benefited from bridge construction in various ways. Because of the labour-intensive construction approach chosen, a trail bridge creates 600 person-days of skilled and 2,000 person-days of unskilled employment. This is a significant contribution in rural Nepal where the lack of employment is a major cause of poverty. 64% of the employment went to DAGs while the discriminated shared 79% of the employment.

Inclusion and Participation: Representation of women In the User Groups (UCs) is around 40%. At least one executive position was allocated to discriminated groups in 99% of UCs. Beneficiary groups had proportionate representation in 61% of UCs.

Transparency: Prior to bridge construction, public hearing is conducted at bridge sites for the purpose of informing communities about the details of bridge building and formation of UCs. Public review is carried out during mid of bridge construction and public audit is conducted after construction work is complete. Estimated costs, expenses incurred, sources of funds, goods received in kind, wage payments and all relevant information are presented to the beneficiary communities.

Capacity Enhancement: Capacitating practitioners from local and central governments as well as NGOs and the private sector is done through Educational Institutes (EIs). So far 1 University (2 campuses), 5 Colleges and 4 Vocational Training Schools impart trail bridge technology. Trail bridge technology is a highly specialized area within Civil Engineering. During July 2009 to July 2013, 46 engineers, 78 sub-engineers and 134 assistant sub-engineers participated in the trail bridge training courses designed for specific level of practitioners. 175 female members of UCs were trained on Community Leadership. 79 persons from private sector were trained on Monitoring and Inspection of trail bridges. 938 Bridge Wardens were given training on Routine maintenance and 2,142 community members participated in Demonstration Model Bridge Training (DMBT).

3. TB SWAp Framework II:

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 local governments. The GoN has prioritized the provision of trails and trail bridges to reduce travel time of remotely located populations when accessing markets, farms, services as well as health and educational facilities. This is reflected in the current Thirteenth Plan 2013/014 – 2015/016 (Approach Paper) of the GoN and the various policies developed to support trail and trail bridges.

With the remarkable achievements during TB SWAp Framework I and the need for continuing it, the GoN and DPs have agreed to collaborate for Framework II for another five years' period covering July 2015 to 2019.

The MoFALD/DoLIDAR has prepared Rural Transport Infrastructure (RTI) SWAp, however, concrete steps for application to this end are yet to be done. As the TB sub-sector is within

the RTI SWAp and is part of a process, the SWAp Framework II will have to be part of RTI SWAp as soon as it is adopted.

The Government of Switzerland (SDC), the Asian Development Bank (ADB), the World Bank (WB) and the DFID collaborate with the GoN in the implementation of TB programme under Sector-Wide Approach. SDC provides Technical Assistance and also financial grants for TB SWAp through HELVETAS Swiss Intercooperation/Trail Bridge Support Unit. The ADB, the WB and the DFID provide financial assistance, through their projects for trail bridge construction.

4. Guiding Policy & Manuals:

Local Infrastructure Development Policy (LIDP) was formulated in 2004 as per the provisions of the Local Self-Governance Act. The LIDP covering various rural infrastructures has the primary goal of poverty reduction by promoting access of local people, particularly those of women and disadvantaged communities to different economic opportunities and social service delivery.

The LIDP expanded on one of the sub-sectors, notably the Trail Bridge Sub-sector, which culminated in the "Trail Bridge Strategy, 2006 (TBS)" and is auxiliary to the LIDP. TBS/LIDP is the national policy. TBS/LIDP 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/LIDP 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 (consultants for design and supervision and contractors for construction) and makes application of 20 Manuals and Guidelines that are the core of TBS/LIDP compulsory. The Manuals and Guidelines are listed in Annex – 1.

5. Implementation Modalities:

5.1 Bridge Maintenance:

With the view to provide safety to lives and property, it is essential to keep bridges in good and functional condition. Bridge maintenance works get priority in planning and execution of trail bridge programme. After completion of bridge construction, a Bridge Maintenance Committee is formed. Maintenance Committee has overall responsibility of looking after bridge and keeping it functional and coordination with VDC and DDC.

Bridge wardens are appointed by DDCs to take care of bridges and carry out routine maintenance works. Bridge wardens are trained on routine maintenance and provided with tools by DDC. Maintenance of plus 5,000 trail bridges are carried out annually.

District Bridge Record (DBR) is established in all districts. Bridge conditions are investigated periodically (at 5 years interval) and accordingly DBR is updated with bridge conditions. DBR serves as the basis for planning and execution of major maintenance. Major maintenance of 474 bridges is carried out during July 16, 2009 to July 15, 2013.

5.2 Short Span Trail Bridges:

Among the various types of bridges, Short Span Trail Bridges (SSTBs) are in high demand (around 85%). Communities forward their bridge requests to DDCs. DDCs compile bridge requests from across the districts and prioritize bridge demand, following established criteria of prioritization, for construction. Public hearing is organized at bridge sites to inform community / beneficiary about processes, supporting modalities, tasks and responsibilities of stakeholders. DDCs procure construction materials except wire ropes, bulldog grips. Wire ropes and bulldog grips are procured centrally by DoLIDAR. Wire ropes and bulldog

grips are made available to communities on request through DDCs. Communities initiate and construct these bridges themselves. Locally capacitated district based NGOs, (excluding RTAP of same region) contracted by the local government, assist the communities in their endeavours. NGOs provide technical support and social support to community for bridge construction. This approach has not only led to a high level of job creation (approx. 2,600 person-days per bridge) but has also proven to assist villagers to become independents or to find meaningful jobs in the areas such as the construction of schools, health facilities, irrigation systems, etc.

5.3 Long Span Trail Bridges:

The demand for Long Span Trail Bridges (LSTBs) amounts to approximately 15% of the total. LSTBs are nevertheless invaluable to span wide rivers, In case of LSTBs, communities decide whether and where they wish to have such a bridge. However, as its technology is more demanding, LSTBs are constructed under turnkey contracting modality. Consultants are engaged in survey / design and monitoring and inspection while contractors are awarded contract for construction of bridge under turnkey modality. Wire ropes and bulldog grips are provided to contractor by the center on request through DDCs. Contractor normally hires workforce from community for cost effective reasons.

5.4 Goal

TB SWAp Framework II will contribute to poverty alleviation through improved access of the local people (particularly women, Dalits and people belonging to ethnic communities and disadvantaged and underprivileged groups) to social and basic services and economic resources and opportunities by availing river crossing facility to local people within 1 hour detour.

5.5 Outcomes

The Trail Bridge Sub-sector (TB SWAp) will contribute towards attaining the goal through achieving the two major Outcomes:

- i Local communities especially the Disadvantaged groups use the trail bridges to improve safe access to basic services (Health, Education, Markets, Farms and Employment Opportunities) at local level, and
- ii Government of Nepal, represented by MoFALD/DoLIDAR enforce Trail Bridge Strategy (TBS/LIDP) in construction and maintenance of trail bridges.

5.6 Outputs

Output 1: Local communities construct and maintain Trail Bridges with the support from DDCs:

CBOs/NGOs or local agencies and /or available social mobilizers at local level will be mobilized, aimed at encouraging communities and community-based organizations to interact with local governments. Community interaction with local governments will include active participation in the trail bridge planning/budgeting process, a voice in the process by which decisions are made about scheme implementation, and oversight of local government actions and activities.

Major activities will include:

- 1.1 prepare periodic plan and annual plan for trail bridges
- 1.2 Insert/locate constructed and planned bridges in DTMP
- 1.3 Conduct baseline survey

- 1.4 Collect and compile bridge further demands from across the districts
- 1.5 Prioritize new demands
- 1.6 Prepare Procurement Plan for trail bridge programme
- 1.7 Construct bridges in order of priority
 - I Procure wire ropes and bulldog grips from the centre
 - li Procure construction materials (except wire ropes, bulldog grips and locally available materials) from DDC/DTO
 - lii Sign MoU with community to construct trail bridge
 - lv Provide technical and social support to communities
- 1.8 Review and facilitate appointment of BWs / BMCs for RM in collaboration with DDCs/DTOs through VDCs
- 1.9 Monitor quality of constructed bridges
- 1.10 Monitor execution of RM and performances of BWs
- 1.11 Update Nepal Trail Bridge Directory (Bridge Demand Record) by removing the names bridges constructed and adding the names of new bridge demand
- 1.12 Update District Bridge Record (DBR)

These activities are to be carried out by local bodies.

Output 2: Local bodies and local communities (including CBOs/NGOs and private sector) strengthen their capacities to implement trail bridge programme at local level:

The output will ensure that the general public becomes more aware of trail bridge building and management processes. In addition, the programme will work towards providing communities with more meaningful opportunities to hold their local bodies to account for trail bridge construction and maintenance (for effectively and efficiently satisfying local needs and priorities) including rights-based perspectives. The programme will provide support to local bodies and the community organizations in general and disadvantaged groups in particular including commitment to and advocacy for civil rights of the disadvantaged groups.

Trail bridge related training will be provided for enhancing the capacity of technicians belonging to the central agencies and the local bodies. Private sector consultants, construction entrepreneurs, fabricators and non-government organizations will also be provided opportunity to participate in trail bridge training. Trail bridge training programmes may also be conducted through Educational Institutes (EIs) according to need. For skilled human resources, the subject of trail bridges will be incorporated in the curricula of EIs. Local bodies will entrust technical responsibility to the RTAPs capacitated and trained in that subject.

Major activities will include:

- 2.1 Monitor the services and reports of district NGOs
- 2.2 Check bridge survey, design and cost estimate
- 2.3 Monitor quality works of each bridge
- 2.4 Conduct quality test of construction materials
- 2.5 Facilitate to issue Work Completion Certificate
- 2.6 Monitor timely payment to workforce by UCs
- 2.7 Monitor equal pay for equal work by UCs
- 2.8 Facilitate handing over of construction materials and funds disbursement from DDCs to UCs
- 2.9 Facilitate to prepare physical progress report
- 2.10 Collection and compilation of physical progress report
- 2.11 Forward physical progress report data to DoLIDAR

- 2.12 Collect and forward expenses report to DoLIDAR
- 2.13 Update PMIS
- 2.14 Update TBSIS
- 2.15 Random bridge inspection
- 2.16 Final inspection of bridge
- 2.17 Periodic (every 5 years) inspections of bridges and updating DBR with bridge condition

These activities are to be carried out by local bodies.

Output 3: DoLIDAR enhance its capacity to enforce trail bridge policy

Delivering the output will enable the trail bridge sub-sector to provide a more effective policy framework within which local bodies can function. Given the evolving nature of local governance policy in the country, the activities for this output are inevitably indicative and of a 'Process' character. Trail bridge sub-sector policy will be prepared through review of existing policy frameworks and by engaging other concerned institutions.

In addition to contributing towards a more enabling policy framework for trail bridge sub-sector, this output will strengthen national capacities to support and monitor Trail bridge Sub-sector SWAp.

Main activities related to this output are to be carried out by DoLIDAR.

Output 4: Stakeholders at national level strengthen their capacity to select and use right technologies for trail bridge construction

Through this output, trail bridge sub-sector SWAp will support the foundation and implementation of a nation-wide and sustainable capacity development strategy for DoLIDAR and local governments, to be overseen by DoLIDAR including implementation through training and academic institutions, regional workshops/training events, private consultants, other development partners etc. DoLIDAR will carry out outcome and impact studies of trail bridge sub-sector programmes and document the results of the study.

Main activities related to this output are to be carried out by DoLIDAR.

5.7 Strategic Interventions

5.7.1 Build and Maintain Trail Bridges

- i Construction of 2,500 bridges
- ii Major Maintenance of 1,000 bridges
- iii Routine Maintenance of over 6,000 trail bridges annually
- iv Improvement of up to 500 km of access trail

5.7.2 Enhance capacity of stakeholders to enforce trail bridge policy

- i 300 technical personnel in districts are trained as per set norms and standards
- ii All 75 districts have delegation agreement with NGOs
- iii 25 fabricators are capable of manufacturing quality steel parts
- iv 100 consultants are capable and engaged providing engineering services including monitoring and inspection
- v Trained Engineer (1) and Asst. / sub-engineer (1) are assigned for trail bridge programme in all districts
- vi All 75 DDCs/DTOs adhere to TBS/LIDP and its core Manuals as well as the guidelines specified therein
- vii Web-based planning, monitoring and information system for maintenance functional by the end of 2016

5.7.3 Enable stakeholders at national level and use right technologies for trail bridge construction

- i Trail bridge norms, standards, technologies and demarcation convention are adhered to by all DDCs/DTOs and all other bridge building agencies
- ii Implementation modalities as prescribed by TBS/LIDP are followed by all DDCs/DTOs and all other bridged building agencies
- iii Social inclusion and transparency maintained at least at 80% bridge sites
- iv All DDCs/DTOs adhere to the prescribed prioritization formula and criteria of an hour detour

5.8 Working Principles:

The following working principles regarding the division of labour underlie this SWAp framework II for the trail bridge sub-sector:

- i Women representation in UCs will be not less than 33 percent
- ii Ethnic communities, Dalits, disadvantaged, discriminated and marginalized communities shall be proportionately represented UCs
- iii At least one key position will be reserved for members from women, Dalit, ethnic and minority representatives in UCs
- iv No UC meeting will be conducted without 33% presence of women in a meeting
- v 30% of bridge costs shall be used for payment of skilled and unskilled labour and porter costs
- vi At least 50% of the job at sites will be given to the disadvantaged groups, under privileged and minorities
- vii The principle of equal pay for equal work will be adopted
- viii All workforce will be insured for amount equal to three years wages
- ix Arrangements shall be made to ensure that the poor and disadvantaged communities benefit from the programmes
- x All operations related to trail bridges will be carried out in a transparent manner
- xi Public hearing, public review and public audit shall be carried out at all sites

5.9 Working Approaches

- i DDC/DTO functions as implementing agency of Trail bridges at the district level
- ii Ensuring quality of bridges and adoption of right technologies as laid down in the TBS/LIDP and its core manual
- iii Trail bridge demands are collected from across the district and are compiled and prioritized based on the established criteria
- iv Trail bridge construction is planned at locations that would avoid the need for local people to detour more than an hour to cross a river, stream or ravine
- v Community approach is adopted for construction of SSTB bridge and a contracting approach for construction of LSTB bridge
- vi On behalf of DDC/DTO, NGO provides technical and social support for construction of SSTB bridge under a community approach
- vii Institution capacity is enhanced at local level for implementation of bridge programme
- viii Educational Institutes impart trail bridge know-how to practitioners of the local bodies, private sector as well as NGOs. NGOs in turn impart the SSTB know-how to the workers of the Users' Committees.

6. Outsourcing:

On behalf of SDC, the TBSU/HELNETAS Swiss Intercooperation Nepal has been providing Technical Assistance to the Trail Bridge Sub-sector and its services are recognized to be instrumental in making the trail bridge programme a success in Nepal. District based NGOs provide technical and social support for construction of SSTB bridges in all districts except Ramechhap, Banke, Bardiya and Kanchanpur.

The TB SWAp Framework II envisages to outsourcing the regional level tasks and responsibilities of Technical Assistance to NGOs / private consulting firms or a joint venture of NGOs and private consulting firms active at regional level. TA will be outsourced for 55 districts grouping into 4 clusters as given in the following table:

Cluster	Districts
1. Eastern	Taplejung, Panchthar, Ilam, Sankhuwasabha, Tehrathum, Dhankuta, Bhojpur, Solukhumbu, Okhaldhunga, Khotang and Udayapur (11)
2. Central	Dolakha, Ramechhap, Sindhuli, Sindhupalchowk, Kaverpalanchowk, Nuwakot, Bhaktapur, Kathmandu, Lalitpur, Rasuwa, Dhading, Makawanpur and Chitwan (13)
3. Western	Gorkha, Lamjung, Tanahu, Syangja, Kaski, Myagdi, Parbat, Baglung, Gulmi, Palpa, Arghakhanchi, Manang, Mustang and Nawalparasi (14)
4. Mid-Far Western	Pyuthan, Rolpa, Rukum, Surkhet, Dailekh, Jajarkot, Dang, Salyan, Bajura, Bajhang, Darchula, Achham, Doti, Dadeldhura, Baitadi, Kailali and Kanchanpur (17)

A firm or JV Firms will be entrusted for providing TA tasks and responsibilities for maximum two clusters only. TBSU/HELNETAS shall continue to provide TA to 20 districts.

The contract shall normally remain valid for a period of five years. However, continuation of the contract shall be decided annually by TBSU / HELNETAS, subject to availability of TA funds for outsourcing and satisfactory performances.

7. Tasks and Responsibilities:

Regional Technical Assistance Providers (RTAPs) are to assume all tasks and responsibilities solicited for making trail bridge programme successful in the assigned districts. RTAP will provide TA to DDCs/DTOs to deliver their roles and responsibilities, and to the NGOs recruited by DDCs for providing technical and social support to UCs.

RTAP shall be accountable to the Team Leader of TBSU/HELNETAS and shall report to the Team Leader or his/her designated officials. However, the RTAP shall bring into the notice of DDCs/DTOs regarding operation related matters. The working principles and approaches described above, the TBS/LIDP and its core manuals and guidelines, TB SWAp Framework II, Joint Funding Arrangement and Bi-lateral Agreements on Trail Bridge Programme are binding documents for TA providers.

The tasks and activities are delineated hereunder and reference may also be made to 5.6, Outputs above.

- i. **Bridge planning:** RTAP will participate in Bridge Planning meeting at district level and will support DDCs/DTOs in preparing Periodic and Annual Bridge Plans for construction and maintenance of trail bridges in line with Nepal Trail Bridge Directory, 2009: Section B: Prospective Bridges published by Government of Nepal,

Ministry of Local Development, Department of Local Infrastructure Development and Agricultural Roads , Trail Bridge Section and as approved by the concerned District Councils RTAP is also to ensure that the DDC follows Trail Bridge Strategy and decentralized bridge building processes as prescribed by Trail Bridge Strategy.

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

While planning new bridge construction, it has to be confirmed that bridge demands are recorded in the said Prospective Bridges list to get information about bridge demand collected earlier and recorded in the same Directory. Bridge demands are to be prioritized on the basis of established criteria and approved by the District Council.

Bridge planning must be realistic in order to get optimum output. Due attention is to be given to carry over programmes and resources available. 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 district NGO. District NGO shall forward survey and design to RTAP for checking and review till there is gap on trail bridge know-how and capacity at DDC for this. RTAP shall forward survey & design with recommendation to DDC/DTO for approval. In case of critical and technically demanding bridge sites only, RTAP shall support district NGO for survey and design. RTAP may have to support DDC/DTO for checking survey & design of LSTB bridges as well.

Cost estimate of construction works and materials are prepared on the basis of district rates while estimate for steel parts fabrication follows the rates uploaded on the website by TBSU/HELNETAS. RTAP shall ensure that per metre cost of bridge is close to the published rates and within the acceptable range.

- iii. **Inspection of steel parts:** Fabricated steel parts for SSTB bridge is procured by DDC through public bids. RTAP shall verify that the fabricator is from the standing list prepared and updated by the DoLIDAR. Regional TA Provider shall collect information related to contract awards made by DDCs/DTOs for fabrication and LSTB turn-key contract in order to keep track of progress and quality monitoring. Prior to fabrication, sample of steel raw material has to be collected and forwarded to TBSU/HELNETAS for quality test purposes. Fabricator is to assume production only after sample of steel raw material passes quality test. Jigs / templates are also to be tested. Quality inspection of fabricated steel parts is to be carried out by DDC/DTO technical personnel and regional TA Provider shall support DDC/DTO technical personnel. RTAP shall ensure that fabricated steel parts are not delivered without quality inspection.

- iv. **Quality test of construction materials:** Local construction materials e.g. sand, gravels, aggregates etc. are collected by UCs while other construction materials e.g. cement, gabion wire / boxes etc. are procured by DDC/DTO. RTAP shall confirm that cement conforms to the prescribed brand. RTAP shall collect samples of construction materials and shall submit to TBSU/HELNETAS for carrying out quality test.

- v. **Monitoring Construction Work Quality:** District NGO provides technical support during construction of bridge. Monitoring quality of construction works shall be the responsibility of RTAP. RTAP 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. RTAP may have to carry out tests as deemed

essential. RTAP shall carry out random site inspections for ensuring qualitative works. Comprehensive Manual for Monitoring provides details on monitoring.

- vi. **Final Inspection:** Final inspection is carried out after bridge construction is completed. A team comprising DDC/DTO technical personnel, district NGO technical personnel, RTAP technical officer and UC executive will jointly carry out final inspection. If construction works are as per required standards, bridge passes final inspection test and DDC/DTO issues Bridge Completion Certificate. RTAP shall facilitate for issuing work completion certificate. In case of rectifications required, RTAP shall ensure that the concerned UC makes required rectifications.
- vii. **Load Test:** Load test is also a means of quality test. Load test is carried out at minimum 2 bridges per region. RTAP will take lead role in exercising load test. Bridge for load test will be selected in a meeting with respective DDC/DTO. Load test will be carried out, following the prescribed procedures and practices.
- viii. **Punctual support:** RTAP shall provide punctual⁴ technical and social organization support to DDC/DTO as well as to district NGO on their request.
- ix. **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 DDC/DTO, VDC 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. RTAP shall check Project Book to confirm that it is regularly updated. RTAP shall also coach UCs / district NGOs for filling it up.
- x. **UC Formation:** RTAP shall be responsible for ensuring the right formation of UCs. Women representation in UCs will be not less than 40 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.
- xi. **UC Meeting:** RTAP 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.
- xii. **Employment to Disadvantaged Groups (DAGS):** 30% of bridge costs are used for payment of skilled and unskilled labour and porter costs. RTAP will ensure that at least 50% of the jobs at sites are given to the disadvantaged.
- xiii. **Equal pay for equal work:** RTAP 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.
- 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. RTAP shall be fully responsible for compilation of data and information and updating it in the system at regional level. RTAP shall provide updated data in the first week of each month to TBSU.
- xv. **Updating TBSIS:** Trail Bridge Strategy Information System (TBSIS) is the software package for recording data and information for monitoring application of TBS/LIDP

⁴ Punctual, in this case refers to the cases beyond the capacities of DDC/DTO and NGO. For example, changes in design due to site condition, arranging windguy as per design and so on.

and quality of bridge construction works. 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, employment to DAGs and discriminated. It must be updated regularly. RTAP shall be responsible for collection of data and information and updating the system at regional level until it is anchored and functional at DDCs/DTOs. RTAP shall provide updated data in the first week of each month to TBSU.

- xvi. Physical Progress Report:** Monthly physical progress is to be reported to DoLIDAR within 7th of Nepali calendar month. RTAP shall be responsible for collection of monthly progress report and shall submit the report to TBSU/HELNETAS within 5th day of every Nepali calendar month. Trimester physical report is to be submitted in the prescribed format of GoN. RTAP shall facilitate DDC/DTO to prepare trimester physical progress report. It has to be submitted within two weeks after the end of trimester.
- xvii. Expenses Report:** RTAP shall ensure that DDCs/DTOs submit monthly expenses report to DoLIDAR and within 7th of Nepali calendar month. RTAP shall compile expenses at regional level and submits to TBSU/HELNETAS within 5th day of every Nepali calendar month.
- xviii. Maintenance Monitoring and Reporting:** Routine Maintenance of all existing bridges is carried out by BWs. RTAP shall ensure that routine maintenance is implemented and functional following RM Guidelines. RTAP shall support DDCs/DTOs for monitoring and reporting of RM. RTAP shall compile data and information about RM at regional level and forward to TBSU/HELNETAS.
- Major Maintenance of bridge is planned considering the bridge condition as recorded in the District Bridge Record (DBR). RTAP shall support DDCs/DTOs for MM survey/design and monitor execution of MM and shall report progress on MM to TBSU/HELNETAS.
- xix. District Bridge Record (DBR):** DBR 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 DBR. It serves as the basis for planning maintenance of bridges. A copy of updated DBR is forwarded to TBSU/HELNETAS. Updated DBRs are collected from all the districts and are compiled in the form of Nepal Trail Bridge Record. The bridges that are destroyed and / or washed away are also recorded in the DBR with remarks. RTAP shall ensure the DDC/DTO updates DBR.
- xx. Bridge Condition Investigation (BCI):** BCI is carried out to know about status of 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 DBR. RTAP shall ensure and support DDC/DTO in carrying out BCI activities in every three years.
- xxi. District Bridge Directory (DBD):** DBD is the record of bridge demand collected from across the district and compiled at the district level. It serves as basis for planning new bridge construction. Bridges that are planned and constructed are to be deleted from DBD whereas new bridge demands are to be recorded while updating DBD. RTAP shall ensure that DDC/DTO in updating DBD regularly.
- xxii. Demonstration Model Bridge Training (DMBT):** DMBT imparts bridge construction know-how to community members. DMBT is normally organized yearly at district level. RTAP shall be responsible for planning and execution of DMBT in close coordination with DDC/DTO. DMBT is conducted as per the Manual for Community Level Training.

- xxiii. Routine Maintenance Training (RMT):** RMT is to train BWs for execution of routine maintenance works. RTAP shall support and ensure that DDC/DTO plan and execute of RM training.
- xiv Baseline Survey:** Baseline survey is carried out annually prior to construction of bridge at sample bridge sites. Baseline data and information are collected by district NGO. Baseline survey data and information are means to assess outcomes of bridges. RTAP shall support for conducting Baseline Survey.
- xxv. Post Bridge Building Assessment (PBBA):** PBBA is carried out annually at sample bridge sites after bridge construction is complete (same bridges with baseline survey). Data and information for PBBA is collected by district NGO. PBBA data and information are the basis for reporting outcomes of bridges. RTAP shall support for conducting PBBA.
- xxvi. Transport Infrastructure Map (TIM) and District Transport Master Plan (DTMP):** TIM is the district map for locating existing infrastructure in the district. TIM also gives location of existing and planned bridges. GIS based web version of TIM is under preparation. RTAP shall ensure that concerned DDC/DTO updates TIM and DTMP.
- xxvii. Capacity Building:** RTAP shall assess the training needs at DDCs/DTOs and NGOs and recommend to TBSU with list of trainees and type of required training related to trail bridge.
- xxviii. Workforce Insurance:** Construction works at bridge sites resume only after workforce insurance is in place. Workforce insurance is procured by DDC/DTO. Workforce insurance is for amount equal to three years' wages. RTAP shall be responsible for ensuring that construction work does not commence at bridge sites without procuring workforce insurance policy.

8. Human Resource

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

1. Programme Coordinator -1 person

- Manage activities towards achieving the objectives of the SWAp framework document and Yearly Plan of Operation in coherence with National Policy TBS/LIDP and its core Manuals.
- Manage to deliver effectively and efficiently technical assistance to DDCs/DTOs, NGOs of the Cluster / Region(s) and other stakeholders for trail bridge program under SWAp / DRILP-AF / RAP /UNNATI or other donors / projects who joins SWAp. 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 DDCs/DTOs, NGOs and other stakeholders and ensuring social and thematic issues are addressed.
- Facilitate in promoting sustainability of the TB SWAp.

2. Technical Coordinator – 1 person

- Coordinate and provide technical assistance by mobilizing sub-ordinates to the all DDCs/DTOs under assigned Cluster / Region(s), ensuring that DDCs construct, maintain bridges in coherence with the National Policy, TBS/LIDP and its Core Manuals. DDC/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 DDCs/DTOs 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).
- Monitor the performance of Technical Officers and guide them when deemed necessary.
- Support Program Coordinator in program management.

3. Technical Officer – 4 person

- Assist the Technical Coordinator to provide technical assistance to the assigned DDCs / DTOs ensuring that DDCs construct bridges in conformity with 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.

4. GENERAL CONDITIONS OF CONTRACT (GCC)

HELNETAS Swiss Intercooperation, represented through Trail Bridge Support Unit, hereinafter called "TBSU / HELNETAS" and any contractual individual or body corporate or representative thereof, hereinafter called "RTAP" shall commit themselves to comply with the following conditions of General Conditions of Contract (GCC):

I. GENERAL CONDITIONS

1. The provisions of this GCC are supplement to the Agreement (Contract) and the provisions of GCC conflicting with the Agreement (Contract) and SCC shall be void to the extent of such conflicts.
2. Contractual parties shall be bound solely by conditions set down in writing. Until such time, either party may withdraw from negotiations without financial consequences. Each party shall meet the expenses it has itself incurred.
3. Should an order be placed with a JV, the lead partner of that JV shall sign the contract. All members of the JV shall be jointly and separately liable under the terms of the contract. The JV shall designate a party to represent it and shall be vested the right to negotiate for and with binding force on the other participants and to accept payments on their behalf.
4. TBSU / HELNETAS alone shall be entitled and responsible for issuing or amending instructions to and entering into any kind of commitment with the RTAP, especially with regard to the contract's duration and results.
5. RTAP shall be committed solely to TBSU / HELNETAS. The RTAP shall, in principle, perform the assignment her/him/itself and shall not sublet the assignment, partly or fully and without consent of TBSU / HELNETAS, to third party(s).
6. Within the framework of the specific provisions of the agreement (contract) and the rules and regulations laid down in this (GCC), the RTAP shall be personally liable for ensuring the faithful and careful performance of the tasks and duties entrusted to her/him/it. (S)He/It declares that (s)he/it is well experienced in the field of activities described in the contract. (S)He/It promises to execute the contract carefully, thoroughly and professionally as a specialist in the subject matter and to make optimum use of the financial and technical means available. (S)He/It declares that (s)he/it is aware of the provisions of public law in the country (countries) where the assignment is to be performed (e.g. with respect to currency regulations, radiation, pipe-lines, electricity, data accessibility) and undertakes to abide by them. RTAP takes no actions which might favor any third party.
7. RTAP shall clearly demonstrate that (s)he/it is working-for and on behalf of TBSU / HELNETAS Swiss Intercooperation.
8. RTAP team is fulltime for RTAP, and anyone in the team is forbidden to practise any additional or side-line occupations, even on an honorary basis, which might affect the performance of the assignment.
9. TBSU / HELNETAS shall be entitled at any time to check or seek information about any part of the assignment. The right to check or seek information may be delegated by TBSU / HELNETAS to third parties. Such rights in no way change the duty of RTAP to perform the assignment in accordance with the contract.

10. RTAP shall immediately inform TBSU / HELNETAS by the best possible means and ways of any event which could have a negative influence on or endanger the performance of the assignment.
11. A cost schedule shall be drawn up for all remunerations and reimbursable expenses owed to RTAP by TBSU / HELNETAS. The ceiling sum of the total costs shall not, in principle, exceed the amount set therein.

II. REPORTS

1. Utmost attention shall be paid to the preparation of reports. In addition to an appropriate verbal exchange of information and discussions, RTAP shall provide written reports. The language and number of copies shall be determined in each case.
2. Regular factual reports must be submitted according to the schedule given in the ToR. They shall, in particular, provide information on the progress of work and the phases of the project which have been completed. .
3. A comprehensive final report shall be submitted by RTAP not later than 4 weeks after completion of the contractually stipulated task. That report shall be couched in such terms that it may be understood also by persons who do not have professional background. It shall be such that it may be empirically confirmed and assessed and shall contain recommendations for the solution of the problems found.

III. COPYRIGHT

1. The results of the RTAP's work and any intellectual property vested therein shall revert to the Employer, who solely holds the copyright of such work and such intellectual property. The Employer shall determine the use to be made thereof.

IV. SECRECY

1. Project documents of any kind as well as any other documents, information or data entrusted to or produced by RTAP in connection with the assignment shall be confidential and may neither be used by the RTAP for her/his/its own personal purpose nor made accessible to third parties alien to the assignment.
2. Should the Employer allow RTAP in writing (upon the letter's request) to refer to the assignment for the purpose of advertising, canvassing, introduction or other promotional endeavors, RTAP shall undertake to mention the Employer in connection with such references and offer an accurate and true description of the task performed.
3. RTAP shall require the written consent of the Employer before making any statements or comments about the assignment and its results through the mass media (press, radio, TV, films).
4. These provisions set forth in this chapter shall remain valid even after the completion of the assignment.

V. DEADLINES

1. The contractually agreed deadlines are firmly set. If the assignment is not completed on the set date, RTAP shall be deemed in arrears.

VI. INSURANCE

1. **Partnerships and Legal Entities**

RTAP will be responsible for insuring its personnel, who are concerned as per the Agreement (contract), for sickness, accident and death and the premiums, also, shall be paid by RTAP.

VII. TRAVEL EXPENSES

1. In connection with the performance of an assignment, RTAP shall be entitled to reimbursement of the expenses as mentioned in the Agreement (Contract).

VIII. ACCOUNTS

1. Only that which has been contractually agreed and can be substantiated by RTAP will be reimbursed.
2. RTAP shall submit the accounts in a detailed report accompanied by substantiating evidence, as stipulated in the SCC:
3. The final payment by TBSU / HELKETAS shall fall due when the final report is duly filed and TBSU / HELKETAS has approved the work.
4. Once the work has been performed pursuant to the contract and the account has been settled, the assignment is considered to have ended.

IX. MISCELLANEOUS

1. Any amendments to these GCC can be made only by the consent of both (all) contracting parties.
2. Place of performance shall be the place of domicile of TBSU / HELKETAS.
3. The contract shall be subject to Nepalese Law. The provisions of the specific contract shall take precedence over those of this GCC.

5. SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Regional Technical Assistance (RTA) Provider denotes the NGO and / or private consulting firm which is entrusted the tasks and responsibilities of providing Regional Technical Assistance as delineated in the Terms of Reference (ToR).
2. In case of joint venture, the RTAP includes the Lead RTA as well as the associate RTAPs.
3. The RTAP shall be responsible for undertaking all tasks and responsibilities and performances of the programme as delineated in the ToR.
4. RTAP shall be reporting to the Team Leader of TBSU / HELNETAS or the official designated by him / her.
5. The RTAP shall be responsible for submitting all the required reports, data and information on specified time.
6. The RTAP shall procure personal accident insurance policy for all the personnel working for the programme for the amount equal to three years' salary.
7. The RTAP shall, in addition to basic salary, contribute to provident fund (10% of basic salary), gratuity (10% of basic salary), additional salary for Dasain and medical and accidental insurance from 30% mark-up amount of basic salary.
8. The RTAP shall honour the guidelines and instructions issued by TBSU / HELNETAS regarding safety and security of personnel.
9. TBSU/HELNETAS and the RTAP shall jointly review performances annually.
10. The RTAP shall abide by the principles of workforce diversity in employment.
11. The RTAP shall recruit the proposed personnel. Replacement of proposed personnel will not be allowed. However, in unavoidable circumstances, RTAP shall propose higher or equally competent personnel for replacement. RTAP shall seek acceptance from TBSU / HELNETAS, prior to replacement. In case, TBSU / HELNETAS is not satisfied with the performances of proposed personnel, it may ask the RTAP to replace such personnel and the RTAP shall abide by it. In such a case, the new recruited personnel must have equivalent or higher competency and acceptable to TBSU / HELNETAS.
12. All the financial transactions between TBSU / HELNETAS and the RTAP will be in Nepalese Currency.
13. In case of joint venture, payments/ reimbursement will be made in the name of the Lead RTAP.
14. The RTAP will be given advance at the time of signing the contract to cover expenses of six months, on the basis of forecast. Only after settlement of advance of 1st quarter, the RTAP shall get advance for 3rd quarter. Similarly, after settlement of advance of 2nd quarter, the RTAP shall receive advance for 4th quarter. The advance of 3rd quarter will be settled in the 1st week of 4th quarter and the advance of 4th quarter will be settled in the 1st week of the next year.
15. Reimbursement of expenses will be made on quarterly basis. While making request for reimbursement, the RTAP shall submit the following documents to TBSU/HELNETAS:
 - i) Financial statements of previous quarter in the format specified by TBSU/HELNETAS.,
 - ii) Details of expenses,
 - iii) Invoices supported by all documents as required,
 - iv) Financial plan of six months,
 - v) Any other documents, data, information and statements as solicited by TBSU / HELNETAS
16. RTAP has to submit quarterly financial statement and invoices together with required supporting documents within one week after the end of the quarter.

17. TBSU / HELNETAS shall make payments/ reimbursement within two weeks after receiving complete requests.
18. TBSU / HELNETAS will have the right to withhold payments and reimbursement, if expenses are unacceptable and reports are not submitted on time and for such other reasons e.g. unsatisfactory performances, unacceptable quality of works, non-compliance of policy, strategies and guidelines etc.
19. Tax, as applicable, shall be on the account of the RTAP and shall be deducted at the time of payment.
20. Tax dues on salary of staff of RTAP shall be deducted at source and the RTAP will arrange to obtain tax clearance certificates for its employee from the tax authorities
21. Two vehicles will be made available to the RTAP for the duration of the contract agreement. The vehicles shall be explicitly for usage of programme purposes. The ownership of vehicles shall remain with the Swiss Agency for Development & Cooperation (SDC). The operational and maintenance costs of one vehicle and salary and benefits of two drivers are to be borne by the RTAP and are to be included in the bid. The operational and maintenance costs of another vehicle shall be borne by TBSU / HELNETAS.
22. The RTAP shall follow all instructions and guidelines issued by TBSU / HELNETAS regarding operation and usage of the vehicle.
23. The RTAP shall submit Annual Audit Report to TBSU / HELNETAS. The audit report shall be submitted within three months after the end of the fiscal year.
24. TBSU / HELNETAS will have the privilege to have access to the relevant books of accounts and documents of the RTAP and it may appoint auditor / investigator for audit / investigation, if considers to do so.
25. The RTAP shall not be entitled for any other payment than the amount specified in the contract agreement.
26. The RTAP shall comply with Workforce Diversity policy of the Employer and shall provide staff composition data annually to the Employer in the prescribed format.
27. The RTAP shall follow an outcome monitoring process adopted by the Employer, and ensure that the Outcome Monitoring Summary (OMS) of the project is available on time. The OMS should form an integral part of the Annual Project Reports. The RTAP shall use OMS in team meetings as self-reflection and self-evaluation tool.
28. In case of serious security and safety issues for staff because of a change of the political or social situation, the Employer can issue instructions and take special measures and decisions. The RTAP will have to abide by these instructions, special measures and decisions made by Employer.
29. SDC is a signatory of the Basic Operating Guidelines (BOGs). This commitment extends to all SDC funded projects in Nepal. The contractor will therefore abide by and participate in the promotion of these guidelines in its activities and communications. The RTAP will also share information it has about any violations of the BOGs with the Employer. Such information can be shared anonymously and will be treated with utmost confidentiality. Adherence to and promotion of the BOGs is considered an integral part of project performance.
30. The RTAP shall be responsible for all matters relating to tax and charges under the law of Nepal. In order to claim for VAT (Value Added Tax) refund as per the bilateral agreement between the Government of Nepal and the Government of Switzerland, the partner should receive all invoices/bills from the suppliers of goods and services in the name of the project. Subsequently, the partner should electronically fill in VAT refund form of the Government of Nepal, Inland Revenue Office and submit the printed document with original bills (with stamp on the backside of the bills).

PART B: TECHNICAL AND FINANCIAL PROPOSAL

6. TECHNICAL PROPOSAL

1. Information about the Institutions

The Institution(s) are required to complete the listed forms. Information submitted need to be substantiated with necessary documents. In case of a Joint Venture (JV) these forms are to be completed individually for each partner, in a sequential manner and clearly mentioning the name of the lead partner of the JV.

a. **Profile of the organization: Institutions background and organizational set-up including but not necessarily limited to the followings:**

- Establishment date
- Registration of the Institution
- Board composition
- Goal and policies of the Institution
- Institution's main areas of specialization
- Services offered by the Institution
- Organization chart of the Institution with names and functions
- Physical assets, logistic supports and equipment owned by the Institution
- Institution's address and contact person.
- Audited financial report of the last three years

In addition provide basic information in **Format-1**.

b. **General and specific work experience, Description of ongoing and past projects, of the Institution in the prescribed format (*Format-2*)**

c. **Description of the permanent professional staff of RTAPs in the prescribed format (*Format-3*)**

d. **Description of the resource persons/experts in the prescribed format (*Format-4*)**

Note: The CV of resource persons should be as per concerned ToR of the project.

e. **Description of the resource persons/experts in the prescribed format (*Format-5*)**

Note: The CV of personnel should reflect required information / details as per the Format.

f. **Description of the annual financial turnover in the prescribed format for the last five years(*Format-6*)**

g. **Description on General Organisational System of the Institution (*Format-7*)**

h. **Description of the understanding of the ToR and approaches to achieve outcomes / outputs (*Format -8*)**

FORMAT 1: BIDDER'S INFORMATION (use separate sheet for Lead Firm and Associate Firm in case of J/V)

1.	Legal Name	
2	Present Address: Telephone: Fax numbers: Email Address: Website:	
3	Registered Address	
4.	Year of Registration:	
5	Authorized Representative's Information: Name: Address: Telephone/Fax numbers: Mobile No.: Email Address	
6	Working domain	
7	Services offered	
8	Work Experience in years	
8.1	Lead Firm: 3 years in rural / local infrastructure with local government within last ten years	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.2	Associate Firm (in case of J/V): 2 years work experience	Yes <input type="checkbox"/> No <input type="checkbox"/>

9.	<p>Attach Copy of following documents</p> <ul style="list-style-type: none"> a. Firm Registration Certificate b. Authorization to represent the firm c. VAT Certificate d. Tax clearance certificate of 2069/070 e. Affiliation with Social Welfare Council (for NGO) f. Constitution (for NGO) g. Memorandum of Association & Articles of Association (for consulting company) h. Partnership Deed (for partnership consulting firm) i. Profile of the organization j. Audit Report of 2067/068, 2068/2069 and 2069/070 k. Annual Report (latest one) l. Contract Agreement / Work certificates from clients
10.	<p>Attach original documents:</p> <ul style="list-style-type: none"> m. Signed CVs of proposed personnel n. J/V Agreement o. Self declaration by directors (office bearer) of the Organization about neutrality from the political parties/affiliation p. Demarcation of Roles and Individuals between Board of Directors and Executives q. Letter of self declaration of non involvement in proven corruption cases r. Declaration on no deduction from the salary of the staff as indicated in the financial proposal

11	JOINT VENTURE INFORMATION
Lead Partner	<p>Name:</p> <p>Share in percentage:</p> <p>Place of Firm Registration:</p> <p>Address:</p>
Associate Partner	<p>Name:</p> <p>Share in percentage:</p> <p>Place of Firm Registration:</p> <p>Address:</p>
Associate Partner	<p>Name:</p> <p>Share in percentage:</p> <p>Place of Firm Registration:</p> <p>Address:</p>

**FORMAT-2: Work experience on community rural infrastructure and trail bridge specific work experience, Description of on-going and past projects of the Institution
(use separate sheet for Lead Firm and Associate Firm in case of J/V)**

Project Name/country:		
Team leader of the project:	Funding Agency(ies):	
Project location:(Districts)	Project start date: (month/year)	
Name of client:	Project completion date: (month/year)	
Worked with Local NGOs/CBOs (If yes, please mention the names of NGOs/CBOs)		
Type and narrative description of project:		
Nature of services provided:	Whether the Institution provided service as: (Tick appropriate number) (1) lead Institution (2) joint-venture Institution (3) associate Institution	
Brief description of results (supported by smart indicators) achieved of the project:		
Presence of project personnel in the district: (in months)	Total Budget (NRs.):	
	Programme cost	Service cost

Institution's name: _____

Signature of the Firm's authorized representative: _____

(Note: Each individual project's information should be provided in the separate sheet which shall also reflect number of schemes and size in million NRs. and supported by supporting document from the client.)

FORMAT-5: Summary of Proposed Persons/Experts

SN	Name of expert proposed for RTAP	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)*	Male/ Female	Caste/ Ethnicity
				Program Coordinator ¹					
				Technical Coordinator ²					
				Technical Officer ³					
				Technical Officer ³					
				Technical Officer ³					
				Technical Officer ³					

¹ Master’s Degree in Planning (Development, Regional etc., Rural Livelihoods, Business Administration, Management or 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.

Firm’s name: _____

Signature of the authorized representative: _____

* While counting working experience, 12 effective months will be considered 1 year.

FORMAT- 5.1: Curriculum Vitae (CV) for Proposed Experts

1. **Proposed Position** in the RTAP[*only one candidate shall be nominated for each position*]: _____

2. **Name of Expert**[*Insert full name/surname*]: _____

3. **Date of Birth:** _____ **Citizenship:** _____ **Gender:** _____

4. **Education/Academic Qualification** [*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

5. **Membership in Professional Associations:**

6. **Other Trainings** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

7. **Years of Work Experience:** [*List name of districts, details of work experience and number of years worked*] _____

8. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

9.Area of Expertise [*Indicate one each for e.g. construction management and designs of trail bridges, social development, community development and safeguards, capacity development etc.*]:

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ to [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[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 listed inline 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Size of the Projects managed: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>12. Area of Expertise <i>[Indicate exposures in the following areas in numbers of years]:</i></p>	<p>Worked in community rural infrastructure: _____</p> <p>Worked in trail bridges for years: _____</p> <p>Worked with bilateral donor funded projects for years: _____</p> <p>Worked with local governments and local communities foryears _____</p>

11. Certification:

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

- (i) this CV correctly describes my qualifications and my experience;**
- (ii) I am committed to undertake the assignment within the validity of Proposal;**

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of expert] Day/Month/Year

FORMAT- 6: Description of the annual financial turnover of the Institution in last five years (use separate sheet for Lead Firm and Associate Firm in case of J/V)

SN.	Year	Annual turnover (in NRs.)
1		
2		
3		
4		
5		
	Annual average turnover of last five years	

Firm's name: _____

Signature of the authorized representative: _____

(Note: Detailed information should be provided in the separate sheet and supported by audited balance sheet and profit and loss account. Financial information not supported by the supporting documents will not be considered for the evaluation.)

FORMAT-7: General Organisational System of the Institution related with Internal Governance (*max 3 pages, Font 11 Arial*)

(In case of J/V both the Lead and Associate Firm has to provide these information in separate sheets)

Description on:

1. Workforce Diversity Policy (affirmative action to members and staffs), clarity of roles and responsibility between board and staffs (mention explicitly if the board functions and the executive functions are clearly differentiated), provision in constitution regarding the inclusion of same family members* in the board, etc. (mention clearly if there are close relatives in the board and in the executive office holders, if yes please explain the relationship). Make distinction between board and executive members in case of NGOs.

2. Transparency and Internal control system. Be specific as possible- e.g i. .Audit systems, inventory systems, billing systems, regular publishing of income and expenditure of the Institution, salary structure and payment system etc., ii. Procurement policy and system, iii. Staff, equipment, asset inventory system iv. Financial management policy and system (billing, payments, taxation, salary structure etc.).

Please also mention specifically there is no practice of deducting any portion of staff salary than indicated in bidding amount for any reason. Also indicate that tax dues on salary will be deducted at source and the employer will arrange to obtain tax clearance certificates for the employee from the tax authorities.

- * For the bidding purpose, family members mean members of the single family (spouse, father, mother, sons, daughters, brothers and sisters) and also the members of extended family including the grandparents, uncles, aunts and the cousins.

Firm's name: _____

Signature of the Institution's authorized representative:

(Note: Each policy should be provided in the separate sheet and should be evidenced by supporting document from the client.)

FORMAT- 7.1: Letter of self-declaration of non-involvement in proven corruption cases in the last 10 years

I, the undersigned, in my capacity of (position in Firm for e.g. Executive Director) of(Firm's /organization's name).....declare that our Firm has not been convicted of any offence concerning its professional conduct nor has been the subject of any judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal activity, money laundering or any other illegal activity.

.....(Firm's/Organization's name)..... has always fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country where it has so far performed. Neither(Firm's name)..... has ever been a subject to any administrative penalty by any of its Client.

In principle,(Firm's/Organization's name).....as a Firm does not accept to be involved in corruption and any form of irregularities. Our approach is to always prevent corruption by appropriate means and keep vigilant of any form of irregularities and misconduct.

With full confidence in our strictly pursued policy of non-involvement in any form of corruption and irregularity, I hereby solemnly confirm that we are absolutely immune of involvement in any proven corruption case and there has been no change in our situation during the last 10 years.

Yours faithfully,

Signature
Designation

..... (Firm's name).....

Seal

FORMAT- 7.2: Joint Venture Agreement

WHERE AS TBSU/Helvetas Swiss Intercooperation (herein after referred to as the " Client") has invited Call for Bid for RTAP for TBSWAP II (hereinafter referred to as the "project").

WHEREAS, Joint venture of and (hereinafter referred to as the "Firms") wish to associate themselves for the submitting proposals (technical and financial) for above mentioned project.

Now it is hereby agreed as follows:

..... (Name of firm), and(Name of firm) agree to form a Joint Venture for the purpose of undertaking the obligations and furnishing the services under the said services for the Project and sharing the benefits and losses thereof. In the event that the JV is awarded the contract according to the terms of this agreement, they shall be jointly and individually bound for the execution of require services for the Project.

..... (Name of firm) will act as the Lead Firm and will authorize Mr./Ms..... (Designation) of(Name of firm).to sign and submit the proposal to the client and enter into correspondence with the Client and shall be responsible for maintaining liaison and coordination with the client. (Name of firm) as the Lead Firm will also be responsible for the overall coordination and management of the Joint Venture. All technical and financial matters will be dealt by the lead firm. It is intended that all parties will provide expert services and resources which best represent their capabilities and experiences.

The relationship between the parties shall be limited to this agreement and shall be construed as deemed to be as joint venture Agreement for the sole purpose of this project. Any amendments, additions, changes to this agreement shall only be made by a unanimous resolution of the parties hereto. The members of the JV certify that this Joint Venture Agreement truly and correctly reflects their agreement with each other concerning the detailed terms and conditions of their exclusive Joint Agreement executed for the purpose of the said services under the contract.

IN WITNESS THEREOF, the parties have signed this Joint Venture Agreement in their respective rights on2014 (date).

Signatures :

Name of Firm :

Name of Firm :

Stamp

Stamp

**FORMAT-8: Understanding on Approaches for Understating the Assignment
(max 3 pages, Font 11 Arial)**

1. *Please provide your critical reflections on Terms of References of the RTAP. Please reflect on the coherence in tasks, competence, responsibilities and resources. Please also bring in added innovations in the tasks – how differently they can be done than given in the ToR to achieve results more efficiently and effectively.*
2. *Also provide your critical reflections on:*
 - a) *Commitment to ensure representative of women and DAGs in the committees*
 - b) *Commitment to mitigate fiduciary risks at all levels ensuring transparency*
 - c) *Commitment to build capacities of DDCs, DTOs, Local NGOs, and communities*
 - d) *Commitment to support on strengthening bridge maintenance by VDCs*

Understanding on TB SWAp Framework implementation approach:
Reflection/Comments on Staff ToR
Innovative Ideas:

Firm's name: _____

Signature of the Firm's authorized representative:

7. FINANCIAL PROPOSAL

1. RTAPs are to have the following personnel under its employment. Remunerations are to be calculated for the given positions:

Position	No. of position			
	Eastern	Central	Western	Mid & Far Western
Programme Coordinator	1	1	1	1
Technical Coordinator	1	1	1	1
Technical Officers	4	5	5	5
Driver	2	2	2	2
Office Assistant	1	1	1	1
Total	9	10	10	10

Costs of Regional Technical Assistance Implementation

Region:.....

Description	2014	2015	2016	2017	2018	2019	Total
A. Personnel costs							
Total Costs (A)							
B. Overhead costs*							
Total costs (A+B)							
VAT @ 13%							
Total Bid Amount							

Total bid amount in words:

* Overhead cost is to cover all operational costs including office rent, electricity, stationery, audit, costs of support staffs, communication, reporting and all other relevant costs including profit if applicable)

Signature of
Authorised Representative

Name and Designation

Name of firm

Date

Official Seal

Details of remuneration*

Position	Basic monthly salary	With 30% mark up	2014 (6 months)	Basic monthly salary	With 30% mark up	2015	Basic monthly salary	With 30% mark up	2016	Basic monthly salary	With 30% mark up	2017
Prog. Coord,												
Tech. Coord.												
Tech. Officer												
Tech. Officer												
Tech. Officer												
Tech. Officer												
Driver												
Driver												
Office Assist.												
Total												
Position	Basic monthly salary	With 30% mark up	2018	Basic monthly salary	With 30% mark up	2019 (6 months)	Total					
Prog. Coord,												
Tech. Coord.												
Tech. Officer												
Tech. Officer												
Tech. Officer												
Tech. Officer												
Driver												
Driver												
Office Assist.												

Total remuneration costs in words:

* Remuneration shall be realistic as per prevailing market rate.

Reimbursable Cost

Reimbursable cost, which includes cost of travel, accommodation, DSA and Vehicle operation and maintenance cost, shall be reimbursed on actual basis as agreed between the parties but not exceeding TBSU/HELVETAS norms.

Details of Travel (indicative)

Description	Days per visit	2014 (6 months)			2015			2016		
		No. of visits	Total Days		No. of visits	Total Days		No. of visits	Total Days	
Field Visits										
Description	Days per visit	2017			2018			2019 (6 months)		
		No. of visits	Total Days		No. of visits	Total Days		No. of visits	Total Days	
Field Visits										

Description	Total	
	No. of visits	Total Days
Field Visits		

Details of vehicle running & maintenance cost (one vehicle)

	2014 (6 months)	2015	2016	2017	2018	2019 (6 months)	Total
Description	Km drivening	Km drivening	Km drivening	Km drivening	Km drivening	Km drivening	Km drivening
Vehicle costs							

Note: Please submit Financial and Technical Proposals in separate envelopes.

8. EVALUATION CRITERIA

1. Minimum Eligibility Criteria

NGOs and / or private consulting/ consortium firms which have working experiences of at least three years in community rural / local infrastructure with local government within last five years are eligible for bidding. In case of joint venture, lead firm must fulfil the above said eligibility. NGOs / or private consulting firms having working experience of at least two years will be eligible for associate bidders.

NGOs and / or private consulting firms shall submit photocopy of:

- a) Firm Registration Certificate
- b) Authorization to represent the firm
- c) VAT Certificate
- d) Tax clearance certificate of 2069/070
- e) Affiliation with Social Welfare Council (for NGO)
- f) Constitution (for NGO)
- g) Memorandum of Association & Articles of Association (for consulting firm)
- h) Partnership Deed (for partnership consulting firm)
- i) Profile of the organization
- j) Audit Report of 2067/068, 2068/2069 and 2069/070
- k) Annual Report (latest one)
- l) Contract Agreement/Work certificates from clients

NGOs and / or private consulting firms shall submit original documents of:

- a) Self declaration by directors (office bearer) of the Organization about neutrality from the political parties/affiliation
- b) Demarcation of Roles and Individuals between Board of Directors and Executives
- c) Letter of self declaration of non involvement in proven corruption cases
- d) Declaration on no deduction from the salary of the staff as indicated in the financial proposal
- e) J/V Agreement
- f) Signed CVs of proposed personnel
 - Technical officers will have to be in the field at least for 75% of working time
 - Technical Coordinator will have to be in the field at least for 60% of working time
 - Programme Coordinator will have to be in the field at least for 40% of the time.

Only those bids fulfilling all the above minimum eligibility criteria will be considered for further evaluation of technical proposal

2. Evaluation of Technical Proposals

The following shall be the basis of evaluation of organization. In case of J/V, scoring of Organizational Profile and Technical Expertise and Experiences shall be on the basis of cumulative figures of lead and associate firm.

Evaluation Category		Score Value
11	Organizational Profile 1.1 Geographical coverage (NGO/Firm's experience working in number of districts) 1.2 Financial turnover(in Million Rupees)	8
2.	Internal governance 2.1 Workforce diversity and inclusion HRD policy 2.2 Transparency and internal control system	5
	Technical Expertise and Experiences 2.1 Experience in rural/Local Infrastructure with Local Government (Number of Schemes and Size in Million NRs.) 2.2 Experience in Community Trail Bridges Building (Number of Schemes and Size in Million NRs.)	20
3.	Proposed Personnel The bidder should have adequate human resources in its pool of experts and available as required by the ToR. The personnel proposed should reflect key academic qualifications, key experiences in the sector, number of years employed, gender, caste etc. The summary of staff proposed by position should be provided in the given Format 5. The CV of each personnel should also be provided separately in the Format 5.1 given ...	25
4..	Approaches of undertaking the assignment A) Understanding on TB SWAp Framework, Implementation Approach. RTA – reflection on expected outcomes, what is missing and what can be modified to achieve the objective B) Reflection/Comments on Staff ToR. Personnel – reflection on adequacy of staffs, alternative measures for effective delivery C) Innovative Ideas. Reflection on anything new and innovative approach which can be applied to achieve the outcomes effectively and efficiently.	12
Total		70

3. Evaluation of Financial Proposals

The financial proposal of only those bidders fulfilling minimum eligibility criteria will be evaluated. The lowest bidder among these shall get full score of 30 points. The remaining bidders shall get score in proportionate.

Financial Evaluation		Score Value
I.	<p>1.1 Clarity of offer with realistic and market based estimates of remuneration of staffs proposed, other effective costs and overheads</p> $\text{Score} = \left(\frac{P_{\min} \times \text{max. Points}}{P} \right)^n$ <p>P = Price of the Proposal to be assessed P min = Price of the lowest Proposal n = 1 Max Points in this case is 30.</p>	30

4. Final Evaluation

Contract will be awarded to the technically qualified NGO /Consultant who obtains the highest combined score.

9. AFFIDAVIT

I, the undersigned and the Authorised Representative/Proprietor of the NGO and / or private consulting firm do hereby certify that all the statements and information made above are true and correct.

At the same time the undersigned hereby takes the responsibility to furnish all pertinent information for verification of the statements and answers made, to the TBSU / HELNETAS on its request.

The undersigned also understands that any discrepancy in the statements and answers to questions may result into cancellation of bid.

Signature of Authorised Representative

Name in Block Letters

Designation

Name of NGO and / or consulting firm

Date

Official Seal

PART C: CONTRACT AGREEMENT

10. NOTICE OF AWARD

M/s

.....
.....

Sub: Notification of Award

Dear Sirs/Madams,

This refers to your bid for Regional Technical Assistance Implementation indistricts in theregion.

We are glad to inform you that we have accepted your proposal. Please come to our office for signing the contract agreement latest by

Thanks a lot.

Yours sincerely,

Signature:

Name:

Designation:

Sample of Contract Agreement

11. CONTRACT AGREEMENT

This Contract Agreement is made on day of (month), (year) between Trail Bridge Support Unit / HELVETAS (hereinafter called "the TBSU / HELVETAS") and M/s (name and address) (hereinafter called the "RTAP" and in case of joint venture, the lead bidder called "lead RTAP" and the associate bidder called "the Associate RTAP").

Whereas the TBSU / HELVETAS invited bids for providing Regional Technical Assistance and has accepted the bid submitted by the RTAP and both the parties to this contract agree to the terms and conditions given hereunder.

Terms and Conditions

1. **Documents:** The following documents shall form to be integral part of the contract agreement.
 - a) Trail Bridge Strategy, 2006 including the manuals and guidelines delineated therein,
 - b) Bid document,
 - c) General Condition of Business of HELVETAS Swiss Interoperation,
 - d) Future correspondences between the TBSU / HELVETAS and the RTAP, and
 - e) Instructions in writing from the TBSU / HELVETAS to the RTAP.

2. **Contract amount:** The total value for the RTAP of districts in the region is NRs. excluding VAT.

Operational costs:

Personnel costs	NRs
Overhead (... % of above total costs)	NRs

Total costs

VAT @ 13%	NRs.
-----------	------

Total Operational Cost

Reimbursable costs:

Travel, accommodation and DSA not exceeding	NRs
Vehicle running and maintenance costs not exceeding	NRs
Total reimbursable costs	NRs

Grand Total **NRs**

3. **Responsibility and liability:** The RTAP shall be responsible for implementation of technical assistance at regional level and will also be responsible for all financial matter. In case of joint venture, the responsibility and liability will remain with the lead RTAP and the associate RTAP will also be held equally responsible and liable in all matters.
4. **Reimbursement and Payment:**
 - a) Reimbursement of expenses will be made on quarterly basis. The RTAP has to submit quarterly financial statement, expenses details and required supporting documents to the satisfaction of TBSU / HELVETAS. In case of joint venture, all payments and reimbursement will be made in the name of lead RTA Provider.
 - b) The RTAP shall submit the following documents while making request for reimbursement.
 - i. Financial statements of previous quarter
 - ii. Details of expenses
 - iii. Invoices and other documents as required
 - iv. Financial plan of the quarter
 - c) The TBSU / HELVETAS will have the right to withhold payments and reimbursement if expenses are unacceptable and reports are not submitted on time and for such other reasons.
5. **Tax:** Tax, as applicable, shall be for the account of the RTAP and shall be deducted at the time of payment The TBSU / HELVETAS shall pay for VAT at the applicable rate. In case of submission of tax exemption letter issued by the Inland Revenue Department, tax will not be deducted at the time of payment.
6. **Standing Advance:** The RTAP will be given advance at the time of signing the contract to cover expenses of six months. Thereafter, the RTAP shall get reimbursement of expenses incurred in previous quarter and as accepted by TBSU / HELVETAS.
7. **Financial statement:** The RTAP has to submit quarterly financial statement and invoices together with required supporting documents within one week after the end of the quarter, as specified by TBSU / HELVETAS.
8. **Force Majeure:** This contract agreement may be terminated by either party to the contract in case of Force Majeure. "Force Majeure" means an event beyond the control of the parties to the contract and not involving either party's fault or negligence. If, at any time during the existence of the contract, either party is unable to perform in whole or part any obligation under this contract because of such events which include, but are not restricted to, natural calamities, war, revolutions, hostility, civil commotions, strikes, fires, epidemics, freight embargoes, then the date of fulfilment of contract shall be postponed during the period when such circumstances are operative. If such inability to perform continues for a period of more than three months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performances shall be subject to contract terms and conditions.

9. **Annual performance review:** The performances of RTAP shall be reviewed annually and will be one of the bases for continuation of the contract.
10. **Validity:** The contract shall normally remain valid for a period of five years. However, -continuation of the contract shall be decided annually by TBSU / HELVETAS, subject to availability of TA funds for outsourcing and satisfactory performances.
10. **Amendment / modifications:** The contract is subject to amendments / modifications with mutual consent of both the parties.
11. **Termination:** The contract shall come to an end at the expiry of its validity period. Either party may notify in writing to the another party of the contract for termination of the contract. However, such notice has to be served at least six months in advance.
12. **Settlement of dispute:** In a case a dispute arises, it will be settled preferably through negotiation or in local court.

On behalf of HELVETAS/TBSU

On behalf of the TA Provider

Signature:

Signature:

Name:

Name:

Date:

Date:

Seal:

Seal:

Annex – 1**List of Manuals and Guidelines**

- 1 Short Span Trail Bridge Standard Technical Handbook for
Suspended Type Volume – I, II & III
- 2 Short Span Trail Bridge Standard Technical Handbook for
Suspension Type Volume – I, II & III
- 3 Long Span Trail Bridge Manual
 - Volume A - Design
 - Volume B - Survey
 - Volume C - Standard Drawings
 - Volume D - Construction
- 4 Steel Truss Bridge Manual
- 5 Social organizational Support Manual
- 6 Manual for Consulting Services
- 7 Manuals for Contractors
- 8 Quality Control Manual
- 9 Comprehensive Manual for Monitoring
- 10 Routine Maintenance Manual
- 11 Training Course Manual on Trail Bridges for Practitioner Engineers
- 12 Training Course Manual on Trail Bridges for Practitioner Sub-engineers
- 13 Training Course Manual on Trail Bridges for Practitioner Assistant Sub-engineers
- 14 A Course Manual on Trail Bridges for Bachelor of Civil Engineering
- 15 A Course Manual on Trail Bridges for Diploma in Civil Engineering
- 16 A Course Manual on Trail Bridges for Diploma for Assistant sub-engineers
- 17 Demonstration Model Bridge Training Manual
- 18 Manual for Community Level Training
- 19 Trail Bridge Directives
- 20 Guidelines on NGO Selection and Mobilization
- 21 Guidelines of Public Hearing, Public Review and Public Audit
- 22 Guidelines on Reporting of Physical Progress and Expenses

Annex - 2**Lists of outsourcing districts**

Region	District
Eastern	Taplejung, Panchathar, Ilam, Sankhuwasabha, Terhathum, Dhankutta, Bhojpur, Solukhumbu, Okhaldhunga, Khotang, Udaypur (Total - 11)

Annex - 3**Acronyms**

BMC	Bridge Maintenance Committee
BW	Bridge Warden
DAGs	Disadvantaged Groups
DBD	District Bridge Directory
DBR	District Bridge Record
DDC	District Development Committee
DMBT	Demonstration Model Bridge Training
DP	Development Partner
DoLIDAR	Department of Local Infrastructure Development and Agricultural Roads
DTMP	District Transport Master Plan
DTO	District Technical Office
EI	Educational Institute
GCC	General Conditions of Contract
GoN	Government of Nepal
HELVETAS Nepal	HELVETAS Swiss Intercooperation Nepal (an International Non-Government Organization)
LIDP	Local Infrastructure Development Policy
LSGA	Local Self-Governance Act, 1998
LSTB	Long Span Trail Bridge
MM	Major Maintenance
MoFALD	Ministry of Federal Affairs and Local Development
NGO	Non-Government Organization
PMIS	Planning & Monitoring Information System
RM	Routine Maintenance
RTAP	Regional Technical Assistance Provider
RTI	Rural Transport Infrastructure
SCC	Special Conditions of Contract
SDC	Swiss Agency for Development Cooperation
SSTB	Short Span Trail Bridge
TA	Technical Assistance
TBS/LIDP	Trail Bridge Strategy
TBSIS	Trail Bridge Strategy Information System
TBSU / HELVETAS	Trail Bridge Support Unit / HELVETAS
TIM	Transport Infrastructure Map
ToR	Terms of Reference
UCs	Users Groups
VDC	Village Development Committee