

Memorandum of Understanding (MoU)

BETWEEN

Ministry of Physical Infrastructure Development (MoPID)

STATE – 5, Butwal

And

Local Roads Bridge Support Unit (LRBSU)

FOR

**The Execution of Technical Assistance in
Motorable Bridges on State Roads Network**

November, 2018



Abbreviations

MOFAGA	Ministry of Federal Affairs and General Administration of the Federal Government of Nepal
MOFALD	Former Ministry of Federal Affairs and Local Development of the Federal Government of Nepal
SDC	Swiss Agency for Development and Cooperation
TA	Technical Assistance
MLRBP / LRBP	Motorable Local Roads Bridge Programme / Local Roads Bridge Programme
MoPID	Ministry of Physical Infrastructure Development
TID	Transportation Infrastructure Directorate
IDO	Infrastructure Development Office
DDC	Former District Development Committee
DCC	District Coordination Committee
DTO	Former District Technical Office
BoQ	Bill of Quantities
DAG	Dis-advantage Group
LRBSU	Local Roads Bridge Support Unit
LID	Local Infrastructure Department
MOU	Memorandum of Understanding
YPO	Yearly Plan of Operation
SBCO	State Bridge Coordination Office
SBC	State Bridge Coordinator
UC	Users' Committee
ZoI	Zone of Influence



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PREAMBLE

The **Bilateral Agreement between Ministry of Federal Affairs and Local Development (MoFALD), now Ministry of Federal Affairs and General Administration (MoFAGA)** on behalf of **Government of Nepal (GoN)** and **Swiss Government represented by Swiss Agency for Development Cooperation (SDC)** respectively, was signed on Mar 23, 2011 for the execution of **Motorable Local Roads Bridge Programme (MLRBP)**. The MLRBP was implemented by the then District Development Committees (DDCs) at local levels, while at the central level, it was coordinated and executed by the Department of Local Infrastructure Development and Agricultural Roads (DoLIDAR) on behalf of MoFALD (now MoFAGA).

MLRBP Phase I was implemented from Feb 1, 2011 to May 31, 2016. The Phase – II was implemented from June 01, 2016 to Feb 28, 2017. The Phase III of MLRBP started from Mar 2017 and will be continued until July 31, 2020. As per the signed **Bilateral Agreement** for Phase III, SDC continues to provide the GoN, required **Technical Assistance (TA)** for the execution of MLRBP to GoN. A technical unit, Local Roads Bridge Support Unit (LRBSU), directly funded by SDC, established at the centre and at the state levels (see location of state bridge coordination offices in map), has been providing all the technical supports to DoLIDAR as well as former DDCs based on the agreed **Programme Document**.

Recently, after the promulgation of new constitution 2072 BS, there has been institutional changes in the government structures. The DDCs and the district technical offices (DTOs) supporting the DDCs are no longer in existence at the local levels. The roles of District Coordination Committee are only limited to coordination. The executive authority is either with States or Local Governments (Palikas).

The steering committee meeting of MLRBP was held on 3rd August 2018, which made some strategic decisions to guide DoLIDAR and LRBSU in order to extend the support to the concerned Local and State Governments in the execution of motorable bridges in state roads network as well as in the local roads networks.

Based on the decisions of the steering committee meeting held on 3rd August 2018 and letter from MoFAGA on 2075/05/26 regarding technical support for local level road bridge program operation, this Memorandum of Understanding (MoU) has been established between LRBSU and State Government's Ministry of Physical Infrastructure Development (MoPID) of State 7 to elaborate on the roles and responsibilities of each of the concerned parties. The Bilateral Agreement as well as Programme Document mentioned above are considered to be the integral parts of this MoU.

JUSTIFICATION AND OBJECTIVES OF THE AGREEMENT

Under the broader framework of the signed Bilateral Agreement and the Programme Document, this MoU provides the details of the roles and responsibilities of both the parties. The LRBSU will provide all required technical assistance in the execution of **motorable bridges of the state**. The articles 1-3 below elaborates the roles and functions of LRBSU, article 4 elaborates state government's roles and functions, and other articles 5-6 elaborates the roles and functions of all parties in line with the programme goals and objectives to address other cross cutting issues related social inclusion, accountability and transparency in execution of MLRBP.



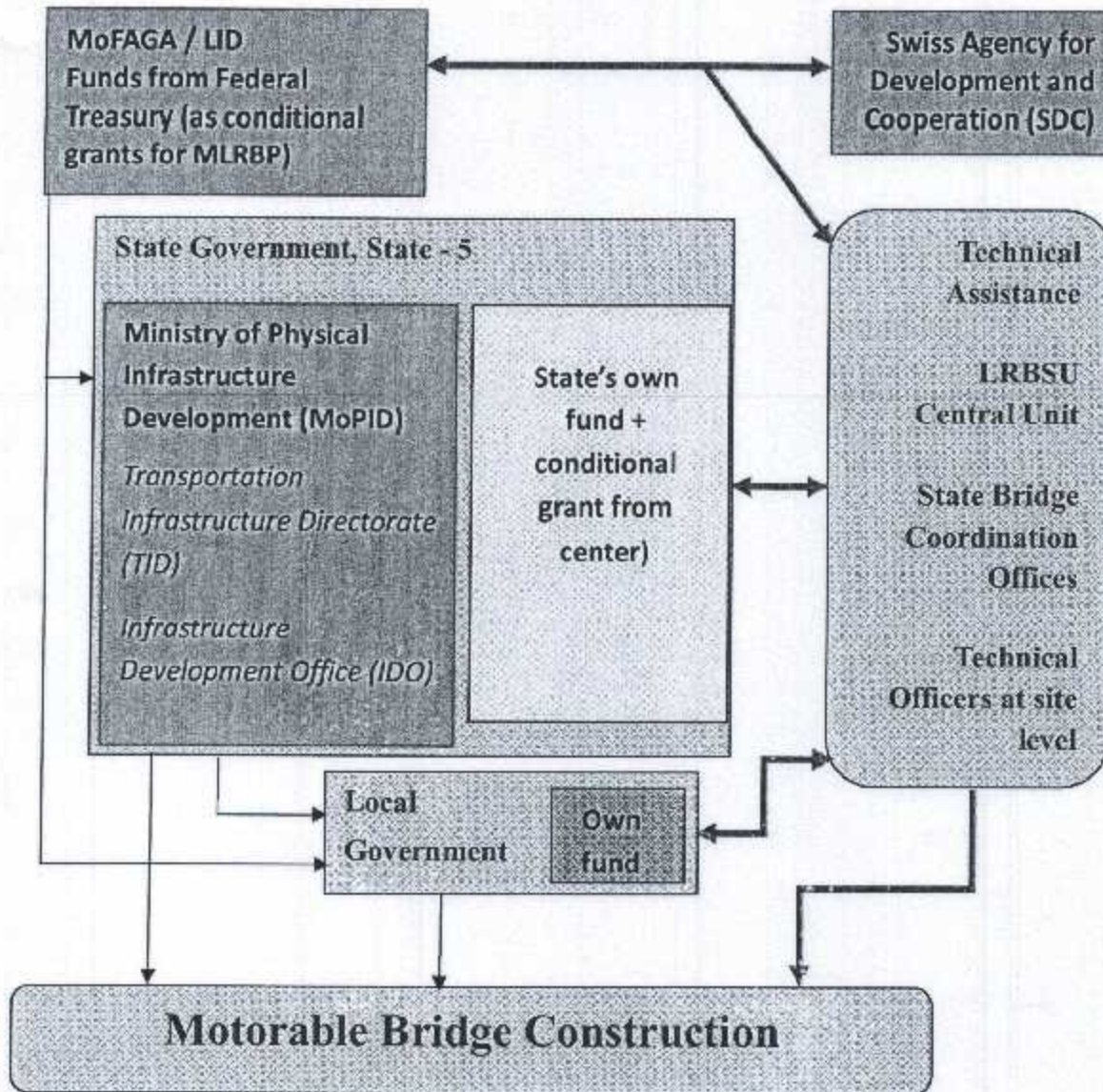
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Local Roads Bridge Support Unit
LRBSU

ARTICLE 1: INTRODUCTION

1.1 With an aim to support central government entity as well as State/ local bodies like the organizational set up of the Local Roads Bridge Support Unit has been envisaged as shown below:



1.2 As shown above, a support unit directly funded by SDC, namely **Local Roads Bridge Support Unit (LRBSU)** is at the central level, headed by an Chief Technical Advisor (CTA), coordinates overall technical assistance for MLRBP at state and central levels.

1.3 The main objective of the state set up of the LRBSU team is to assist and facilitate the concerned state governments in the overall motorable bridge management including **identification of priority bridges on state road network, survey, detail investigations and environmental study, detail design, preparation of Detail Project Report(DPR) as well as supervision support in bridge construction works.**

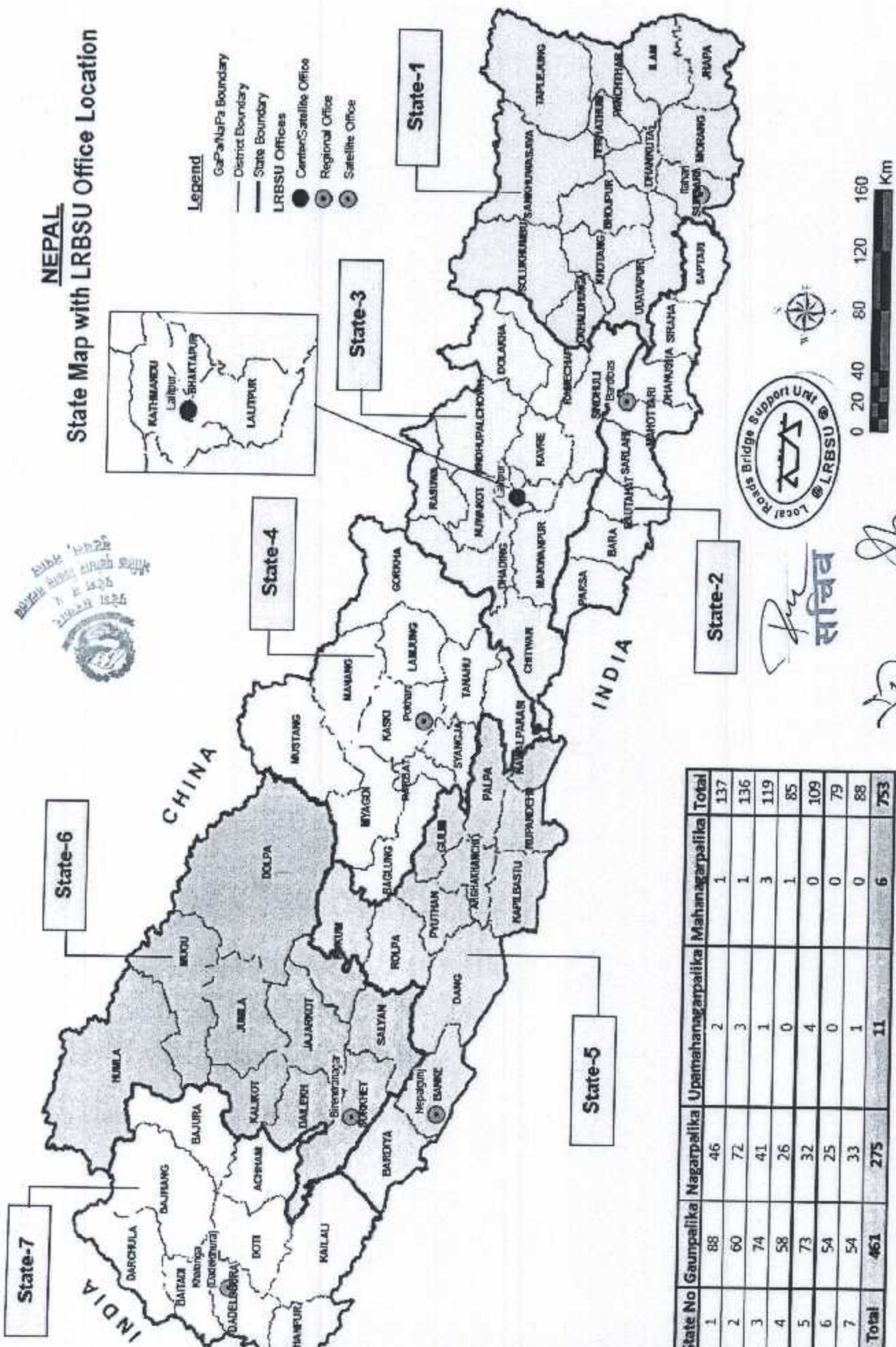
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State Map with LRBSU Office Location



State No	Gaumpalika	Nagarpalika	Upamahanagarpalika	Mahanagarpalika	Total
1	88	46	2	1	137
2	60	72	3	1	136
3	74	41	1	3	119
4	58	26	0	1	85
5	73	32	4	0	109
6	54	25	0	0	79
7	54	33	1	0	88
Total	461	275	11	6	753

As shown in the map above, the state bridge coordination offices (SBCOs) are located at Ithari, Bardibas, Pokhara, Nepalgunj and Surkhet with 2 Satellite offices in Lalitpurin centreand Dadeldhura as shown in the map above. The SBCO will closely collaborate with MoPID and its Division responsible for bridges of the state government to provide required technical assistance on behalf of the LRBSU. It shall be responsible for the overall management of the bridge related activities going on in the State. Technical Officers (TOs) will be deputed at bridge construction sites, as required for the direct support and supervision of bridge construction works.

ARTICLE 2: FUNCTIONS/TASKS INCLUDED IN THE TECHNICAL ASSISTANCE

2.1 Acting as a supporting entity to the state government, the main functions to be performed by LRBSU team at the state level are, but not limited to the following:

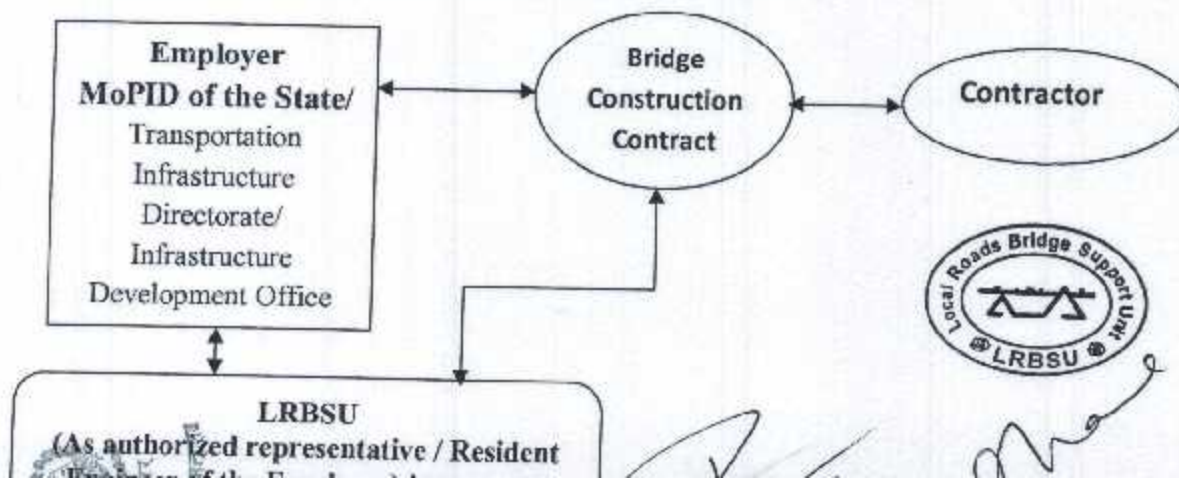
- Complete support and assistance in conducting the following pre-construction, during and post construction activities;
 - ✓ Preparation of State Road Transportation Master Plan.
 - ✓ Roads Network Analysis for identification of important roads and prioritization of the bridges in the roads
 - ✓ Walkover Surveys / Preliminary Surveys
 - ✓ Detail survey, investigations and environmental study
 - ✓ Designs and design reviews
 - ✓ Preparations of drawings and cost estimates
 - ✓ Support for Procurement management and conduct trainings as per requirements
 - ✓ Public Hearing and vertical profiling
 - ✓ Baseline survey
 - ✓ Outcome monitoring survey
 - ✓ Bridge Information Management System
 - ✓ Public Auditing

- During the construction phase of bridges LRBSU will support the state as the authorized **Resident Engineer** on behalf of Project Manager / Employer

2.2 To provide the Technical Assistance in above mentioned tasks, each year a YPO will be formulated and agreed by the STATE MINISTRY and LRBSU jointly after the State's priorities and budgets are endorsed by the state each year.

ARTICLE 3: ROLES OF LRBSU TEAM

3.1 To discharge LRBSU's responsibilities stated in Article 2.0 and to assist Ministry of Physical Infrastructure Development (MoPID) of the state on contract administration, supervision and quality control in bridge design and construction works, LRBSU shall exercise all responsibilities in administering the Contract between Employer and Contractor.



- 3.2 On behalf of LRBSU, its **State Bridge Coordination Offices (SBCOs)**¹ and duly exercise the responsibilities with the delegation from the employer to execute a construction contract, as stated in the contract between the Employer and the Contractor. The authorized Resident Engineer will act, based on the Contract between the Employer and the Contractor, for the implementation of the following:
- 3.2.1. Quality control of materials and work done;
 - 3.2.2. Give instruction to the Contractor;
 - 3.2.3. Checking the IPC;
 - 3.2.4. Control of Health and Safety on site
- 3.3 LRBSU shall support the MoPID through its SBCO in procurement of consulting services (if required) for the bridge designs and design verifications.
- 3.4. The **authorized Resident Engineer** has to obtain the specific approval of the Employer for taking any of the following actions:
- 3.4.1. Approving subcontracting of any part of the works under General Conditions of Contract;
 - 3.4.2. Certifying additional costs determined under General Conditions of Contract;
 - 3.4.3. Determining start date under General Conditions of Contract;
 - 3.4.4. Determining the extension of the intended Completion Date under General Conditions of Contract;
 - 3.4.5. Issuing a Variation under General Conditions of Contract;
 - 3.4.6. Adjustment of Rates under General Conditions of Contract;

**ARTICLE 4: Roles of Ministry of Physical Infrastructure Development (MoPID)/
Transportation Infrastructure Directorate (TID), Government of State -5**

- 4.1 Ministry of Physical Infrastructure Development (MoPID)/ Transportation Infrastructure Directorate (TID) will be a lead agency for planning, budgeting and coordinating MLRBP at state level and will coordinate and facilitate the overall actions of LRBSU State Bridge Coordination Office and its team. In the field the employer is represented by Infrastructure Development Office (IDO) under Transportation Infrastructure Directorate (TID) of MoPID, LRBSU shall be reported to Infrastructure Development Office (IDO).
- 4.2 Ministry of Physical Infrastructure Development of State (MoPID) shall coordinate with local government and any other concerned entities, for the execution of MLRBP with the support of LRBSU team in line with the constitutional mandate and under the guidance of programme steering committee.
- 4.3 In case of on-going bridges, MoPID shall immediately inform all the local governments within the state and formally inform the contractor/s and the responsible DCCs (formers DDCs) of the on-going bridges for the amendments of the contracts and execution of the contracts in the changed context.
- 4.4 In case of new contract agreements for the bridge construction, the MoPID as an Employer shall mention, in the Contract that the LRBSU team is the authorized **Resident Engineer** on behalf of the Employer / Project Manager in contract management and construction supervision.
- 4.5 The actions stated in Para-4.3 and Para-4.4 is **OBLIGATORY**. In absence of such documentation as stated in 4.3 and 4.4, LRBSU will not provide any construction supervision support.

ARTICLE 5: SPECIAL PROVISION OF SOCIAL INCLUSION

It has been explicitly stated in the Bilateral Agreement between the GoN and Government of Switzerland, as:

Output 2: DAGs² within the zone of influence of the motorable bridge get 1 million person-days of employment in bridge construction works.

¹ Previously Regional Bridge Coordinator office (RBCO) becoming State Bridge Coordinator Office in the context of new Federal structures at state levels.



Output 3: DAGs are represented in Users Committees, construction maintenance groups and hold at-least one key decision-making position in each committee.

- 5.1 To fulfil the above mentioned outputs, the LRBSU, during the procurement for the bridge construction, MoPID can separate the works to be explicitly done through the Users' Committee comprising of females and persons from the Disadvantaged Groups (DAGs) living in the Zone of Influence (ZoI) of the bridge to be constructed.
- 5.2 The works shall be such that it can be separated from the main bridge structural construction contract. The works will mainly be non-structural, for example, river training, construction of approach roadworks, slope stabilization on sides of approach roads including bio-engineering. The MoPID can prepare separate BoQ and cost estimates for these kinds of work packages suitable for involving unskilled or semi-skilled locals, particularly, female and DAGs.
- 5.3 LRBSU team assists in formation of an inclusive Users' Committees (UCs) with proportionate representation and participation of female and DAGs from the ZoI.
- 5.4 Apart from the above, LRBSU's SBCO team shall also assist few key Palikas in the execution of local roads bridges on the local roads. In this case, the selection of Palikas with whom LRBSU will assists shall be decided by the LRBSU and the State jointly based on few agreed criteria.
- 5.5 LRBSU shall extend capacity development supports to the concerned officials of MOPID and Palikas of the state and local governments within the state in the aspects of bridge information management system, bridge design management, procurement management and construction contracts management.

ARTICLE 6: ADDITIONAL PROVISION

- 6.1 This MoU will be automatically terminated without notice if the Bilateral Agreement is terminated.
- 6.2 The contracting parties share a common concern with corruption, which undermines good governance, waste scarce resources for development and compromises open and transparent competition on the basis of price and quality. They therefore, commit to join hands in fighting corruption and declare that any offer, payment, consideration or benefit which could be construed as an illegal or corrupt practice made, either directly or indirectly, as an inducement or reward for the award of a contract entered into in the fame of this MoU will be grounds for cancelling the present MoU and the procurement of resulting award; additional actions may be taken in accordance with the Bilateral Agreement and applicable laws and regulations.
- 6.3 Any contracting party may terminate this MoU at any time by giving Three months advance notice in writing to the other contracting parties.
- 6.4 This MoU may be amended by exchange of letters between the contracting parties.

On behalf of MoPID, State - 5

Signature

Ram Chandra Dangal
Secretary

Witness:

Signature

On behalf of LRBSU

Signature

Behnam Dalili
Team Leader/Chief Technical Advisor

Witness:

Signature

Shakil Manandhar

