



**Gauriganga Municipality
Office of the Municipal Executive**

Chaumala, Kailali
Sudurpaschim Province, kailali



Request for Proposals

**Preparation of
Land Use Plan and Land Use Classification of
Gauriganga Municipality**

Financing Agency:

Gauriganga Municipality
Chaumala, Kailali
Sudurpaschim Province, kailali

Magh 2081

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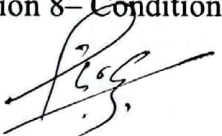
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PART I

Section 1. Letter of Invitation

M/S Interested Consultancy

Dear Mr./Ms.:

1. Government of Nepal (GoN) has allocated fund toward the cost of "Preparation of Land Use Plan and Land Use Classification of Gauriganga Municipality" and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services") : "Preparation of Land Use Plan and Land Use Classification of Gauriganga Municipality" . More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
M/S Interested Consultancy
4. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
5. A firm will be selected under QCBS method and procedures described in this RFP.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Eligible Countries
 - Section 6 - GoN/DP's Policy - Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
7. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,

Dharma Raj Binadi
Chief Administrative Officer

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Section 2. Instructions to Consultants and Data Sheet

A. General Provisions



1. Definitions

- (a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
- (c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.
- (d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.
- (e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h). "Day" means a calendar day.
- (i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.
- (j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k). "Government" means the government of the Nepal.
- (l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

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- (m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (n) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (o) "LOI" (Section 1 of the RFP) means the Letter of invitation being sent by the Client to the shortlisted Consultants.
- (p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.
- (s) "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (v) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

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<p>2. Introduction</p> 	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or blacklisting by the Public Procurement Monitoring Office/DP.</p> <p>Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting activities</p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p>b. Conflicting assignments</p>	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>

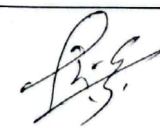
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<p>c. Conflicting relationships</p> 	<p>(iii) <u>Relationship with the Client's staff</u>: a consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP.</p> <p>5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.</p>
<p>6. Eligibility</p>	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<p>a. Sanctions</p>	<p>6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic add in the Data Sheet.</p>


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b. Prohibitions



6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

(c) If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV shall not be eligible to participate in procurement process till the concerned Court has not issued the decision of clearance against the Corruption Charges.

c. Restrictions for public employees

6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

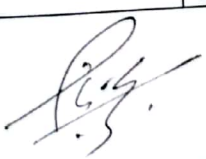
9. Language


9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).


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11. Only One Proposal



11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

12. Proposal Validity

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.


b. Substitution of Key Experts at Validity Extension


12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.


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13. Clarification and
Amendment of
RFP



13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of
Proposals –
Specific
Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub consultancy, the shortlisted Consultant shall be a lead member.

14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the



purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet.

a. Price Adjustment

16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the Nepalese Rupees.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.


17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

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- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment] ", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."
- 17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".
- 17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.
- 17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.


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18. Confidentiality



18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant's Technical or Financial Proposal.

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21. Evaluation of
Technical
Proposals



21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.


21.3 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such consultant's proposal shall be excluded during the evaluation.


22. Financial Proposals
for
QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

22.3 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such consultant's proposal shall be excluded during the evaluation.


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Public Opening of
Financial
Proposals (for
QCBS, FBS, and
LCS methods)



23.1 After the technical evaluation is completed and the DP has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.

These Financial Proposals shall be then opened, and the following information will be recorded:

- (a) Name and address,
- (b) Proposed service charge,
- (c) Discount offered, if any;
- (d) Description of the discrepancies, if any, between figure and words,
- (e) Whether the financial proposal is signed or not by authorized representative of consultant,
- (f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,
- (g) Other necessary matters considered appropriate by the Public Entity

23.3 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such consultant's proposal shall be excluded during the evaluation.


24. Correction of Errors


24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.


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Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.


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b. Fixed-Budget Selection (FBS) 	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. 28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.
a. Availability of Key Experts	28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.


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c. Financial negotiations



28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract


30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.

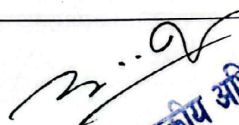
30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.

30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.

30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

30.5 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution/company or any partner of JV, such Natural Person or Board of Director of the firm/institution/company or any partner of JV such consultant's proposal shall be excluded during the evaluation.


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Request for
Information/
Complaints



गौरीगंजा नगरपालिका
नगर कार्यपालिकाले कार्यालय
सुदूर पश्चिम प्रदेश, नेपाल
२०७३

31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.

31.2 In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 0.10 of Financial Proposal with the validity period of at least ninety days from the date of filing of application.

31.3 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.

31.4 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.

31.5 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.

31.6 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.

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32. Conduct of Consultants



32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.

32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:

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

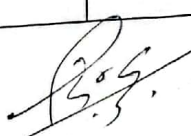
33. Blacklisting


33.1 Without prejudice to any other rights of the client under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:

- a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,
- b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,
- c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract,
- d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.
- e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
- f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

33.2

A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.


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The list of debarred firms is available at the electronic address specified in the Data Sheet.



A handwritten signature in black ink, likely belonging to the Geomatics Engineer.

Geomatics Engineer

A handwritten signature in black ink, likely belonging to the Municipal Engineer.

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E. Data Sheet

A. General

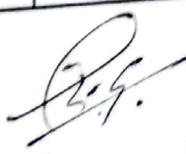



ITC Clause Reference	
1(i)	Development Partner (DP) is: Not Applicable
1(k) (definitions)	<p>International experts mean experts who are citizens of an eligible country.</p> <p>National experts mean experts who are citizens of Nepal.</p> <p>Nationals who possess the appropriate international experience may be considered for assignments that require international expertise.</p> <p>The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</p>
2.1	<p>Name of the Client</p> <p>Gauriganga Municipality</p> <p>Method of selection: QCBS</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is:</p> <p>"Preparation of Land Use Plan and Land Use Classification of Gauriganga Municipality"</p>
2.3	A pre-proposal conference will be held: No
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to Section 7, TOR</p>
4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]
6.2	Maximum number of partners in JV shall be: Three (3)
6.3.1	<p>A list of debarred firms and individuals is available at the following website</p> <p>www.ppmo.gov.np</p>

B. Preparation of Proposals





10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none">(1) Power of Attorney to sign the Proposal(2) Proof of Legal Status and Eligibility(3) TECH-1(4) TECH-2(5) TECH-3(6) TECH-4(7) TECH-5(8) TECH-6(9) TECH-7 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ul style="list-style-type: none">(1) FIN-1(2) FIN-2 <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none"><input type="checkbox"/> Certificate of incorporation.
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
12.9	Sub-contracting is allowed for the proposed assignment: No
13.1	<p>Clarifications may be requested no later than 7 (Seven) days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>Government of Nepal Gauriganga Municipality</p>
14.1.1	Shortlisted Consultants may associate with


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	<p>(a) non-shortlisted consultant(s): Yes</p> <p>(b) other shortlisted Consultants: No</p>
14.1.2	<p>Estimated input of international Key Experts' time-input: Not Applicable</p> <p>Estimated input of national Key Experts' time-input: As mentioned in ToR</p>
14.1.3 for time-based contracts only	Not Applicable
16.1	Not Applicable
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>No</p>
16.3	<p>"Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np."</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in Nepalese Rupees</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants "shall not" have the option of submitting their Proposals electronically.
17.5	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original (b)</p> <p>Financial Proposal: one (1) original.</p>


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17.8	<p>The Proposals must be received at the address below no later than:</p> <p>Date:</p> <p>Time:</p> <p>The Proposal submission address is:</p> <p>Office of the Municipal Executive Gauriganga Municipality</p>	
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19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at:</p> <p>Government of Nepal Gauriganga Municipality</p> <p>Date:</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals:</p> <p>Confirmation that invitation to submit proposal was not transferred to another party.</p>
19.3	<p>Eligibility Criteria:</p> <p>Company/Firm Should have tax clearance of last fiscal year.</p> <p>A firm must have a minimum of five years of establishment.</p>

21.1	<p>The evaluation criteria, sub-criteria, and point system for the evaluation are:</p>		
	S. N.	Particulars	Marks Allocated
	1.	Experience of the Firm	15
	2.	Methodology of Service Delivery	30
	3	Professional Key Personnel	48
	4	Technology Transfer	7
	1. Details of Marks Distribution on Experience of the Firm		15
	S.N.	Particulars	Marks Allocated



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1.	A firm must have a minimum of five years of establishment	3
1.1	Otherwise	0
2.	General experience	6
2.1	A firm must have minimum 4 experience in any field.	3
2.2	A firm must have a minimum 3 experience in Risk analysis and Hazard Mapping.	3
2.3	No relevant assignments	0
3.	Specific experience of the consulting firm related to the assignment within last 7 years	6
	Preparation of Land Use Plan and Land use Classification.	
3.1	A Firm must have Completed minimum 6 numbers of landuse plan.	6
3.2	No relevant assignments	0

2. Methodology of Service Delivery Marks 30

	Particulars	Marks Allocated
D E S K S T U D Y	Comments or Suggestions on TOR and Services	Not Significant 0.0 General Comments or Suggestions 3 Significantly Specific 5 5
	Methodology to perform study	Not Significant 0.0 General Methodology 5 Clear Methodology without Flow Chart 10 Clear Methodology with flow chart 15 15
	Work Schedule	Work Schedule without Description 3 Work Schedule with Description 5 5


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Manning Schedule with Description	Manning Schedule without Description 3 Manning Schedule with Description 5	5

3	Professional Key Personnel	48
3.1	Team Leader/ Urban Planner/GIS Expert	12
3.1.1	General Qualification	
i	Masters in GIS, Geoinformatics, Cartography, Surveying, urban planning, city planning, regional planning, Remote sensing and photogrammetry with Minimum of 8 years of experience.	5
ii	Otherwise	0
(a)	General Experience	3
	Otherwise	0
(b)	Specific Experience in 4 Land Use Projects	4
	Otherwise	0
3.2	Environmental Expert/ Natural Resource manager	6
i	Master's degree in Environmental Engineering with minimum of 5 years of experience.	3
(a)	General Experience in 3 Land Use Projects	3
(b)	Otherwise	0
3.3	Socio-economies/ Social Scientist	6

[Signature]
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			 नेपाल सरकार कृषि, पशुपालन तथा रक्षेत्र विकास विभाग धौलागढ, कैलाली सुदूरपश्चिम प्रदेश, नेपाल २०७३	
	(a)	Master's Degree in Social Science or Economics with minimum of 5 years of experience.		
	(b)	General Experience in 3 Land Use Projects		
		Otherwise		
3.4		Geotechnical Engineer/Geologist		
	(a)	Master's degree in Geological/ Geotechnical Engineering with minimum of 5 years of experience.		
	(b)	General Experience in 3 Landuse Projects		
	(c)	Otherwise		
3.5		Geomatics Engineer/GIS Expert		
	(a)	Bachelor in Geomatics Engineering with minimum of 5 years of experience.		
	(b)	General Experience in 3 Landuse Projects		
	(c)	Otherwise		
3.6		Agriculturist/ Forester		
	(a)	Master's degree in Agricultural Engineering/Forestry with minimum of 5 years of experience.		3
	(b)	General Experience in 3 Landuse Projects		3
	(c)	Otherwise		0
3.7		Architect/ Civil Engineer		6
	(a)	Bachelor Degree in Architecture/ Civil Engineer with minimum of 5 years of experience.		3
	(b)	General Experience in 3 Landuse projects		3
	(c)	Otherwise		0
4.		Technology Transfer		7
	4.1	Idea with clear methods with diagram		7
	4.2	Idea with clear methods without diagram		5
	4.3	Not Significant		0
Total Points: 100				
The minimum technical score (St) required to pass is 70 Points				
23.1	An online option of the opening of the Financial Proposals is offered: No			
23.1 and 23.2	The Client will read aloud only overall technical scores.			
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is Not Applicable The official source of the selling (exchange) rate is: Not Applicable The date of the exchange rate is: Not Applicable			


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<p>27.1 [a. QCBS only]</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80%, and P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	<p style="text-align: center;">D. Negotiations and Award</p>
<p>28.1</p>	<p>Expected date and address for contract negotiations: Date: Address: Gauriganga Municipality Office of Municipal Executive</p>
<p>30.4</p>	<p>Expected date for the commencement of the Services: Date: 15 days from agreement date</p>
<p>31.1</p>	<p>NA</p>
<p>33.2</p>	<p>A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np</p>


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Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted}

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM



{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

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


OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.


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- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.4 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____ Name and Title of Signatory: _____


Name of Consultant (company's name or JV's name): _____

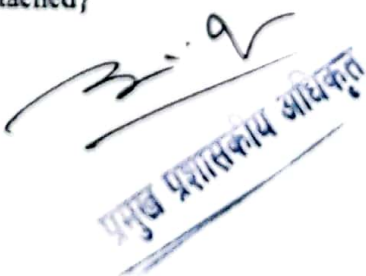
In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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


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FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE




Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.


A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Consultant's Experience

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


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Using the format below, provide information on each assignment for which your Consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services Proposal National level: NRs International Level: (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project :(Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

[Signature]
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[Signature]
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Consultant's Name: _____



FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART
STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT


Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.


A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}


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FORM TECH-4



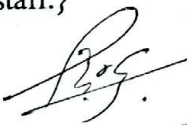
DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE
TERMS OF REFERENCE

Form TECH-4: a description of the methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}


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FORM TECH-5




WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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


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Tech 6 TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N ^o	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable in (listed TECH-5)								Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...		Home	Field	Total
KEY EXPERTS												
International												
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]						
			[Field]	[0.5 m]	[2.5]	[0]						
K-2	e.g., Mr. Xxyyyy, USA, 20.04.1969}											
K-3												
National												
n												
									Subtotal			
NON-KEY EXPERTS												
N-1			[Home]									
			[Field]									
N-2												
n												
									Subtotal			
									Total			

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.


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Full time input
Part time input



FORM TECH-7

CURRICULUMVITAE(CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Firm	Insert name of firm proposing the expert
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	

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

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

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../email.....; Mr. Bbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

[Signature]

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[Signature]
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Language Skills (indicate only languages in which you can work): _____



Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

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

Certification:

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

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

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


[Signature of expert]


Date: _____
Day/Month/Year

[Signature of authorized representative of the firm]

Date: _____
Day/Month/Year

Full name of authorized representative:


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Section 4. Financial Proposal - Standard Forms


{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs


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FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM



{Location, Date} To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) Clause 25.2 in the Data Sheet. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address	Amount and Purpose of Commission	of Agent(s)/Other party	Currency
------------------	----------------------------------	-------------------------	----------

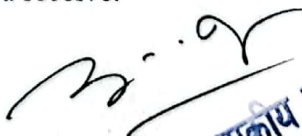
_____	_____	_____	_____
_____	_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

We understand you are not bound to accept any Proposal you receive.
We remain,

Yours sincerely,


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Authorized Signature {In full}: __ Name and Title of Signatory: ____ In the capacity of: _____


Address: _____

E-mail: _____

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


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FORM FIN-2 SUMMARY OF COSTS



Item	Cost			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data
Competitive Components				
Remuneration, Key Experts				
Reimbursable Expenses				
Sub-Total				
Non-Competitive Components				
Provisional Sums				
Sub-Total				
Total Cost of the Financial Proposal ¹				
Indirect Tax Estimates				
VAT				

[Signature]
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FORM FIN-3 BREAKDOWN OF REMUNERATION

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

No.	Name	Nationality	Currency	Person-month Remuneration		Time Input in Person/Month (from TECH-6) (Home)	Time Input in Person/Month (from TECH-6) (Field)	{Currency 1- as in FIN-2}	{Currency 2- as in FIN-2}	{Currency 3- as in FIN-2}	{Local Currency- as in FIN-2}
				Rate (Home)	Rate (Field)						
KEY EXPERTS (International)²											
1.											
2.											
Sub-Total Costs											
KEY EXPERTS (National)											
1.											
2.											
Sub-Total Costs											
Total Costs: Key Experts (International and National)											
Other Staff											
1.											
2.											
Total Costs: Non-Key Experts											
TOTAL COSTS: KEY AND Other Staff											

² In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

³ As identified in the Summary and Personnel Evaluation Sheet.

[Signature]
[Signature]
 Geomatics Engineer

Sample Form

Consultant:
Assignment:

Country:
Date:



Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.


[Name of Consultant]

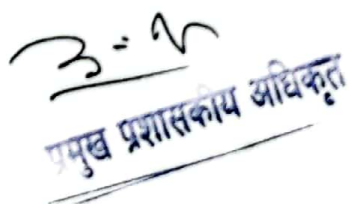
Signature of Authorized Representative

Date

Name: _____

Title: _____


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गैरिफ्तारी
नगर कार्यपालिका
चौमाला
बासुन्धरिफ

महाराष्ट्र नगरपालिका
नगर कार्यपालिकाको कार्यालय
धौगुला, कैलाली
सुदूरपश्चिम प्रदेश, नेपाल
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उ.प.क.

[Signature]

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Section 5. Eligible Countries

For GoN funded: [select one option as appropriate]

For the purpose of National shortlisting: "Nepal";

गौरीगङ्गा नगरपालिका
नगर कार्यपालिकाको कार्यालय
चौमाला, कैलाली
सुदूरपश्चिम प्रदेश, नेपाल
२०७३


प्रमुख प्रशासकीय अधिकारी


Engineer

Section 6 – Corrupt and Fraudulent Practices

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

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


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Section 7. Terms of Reference

1. Introduction

1.1 Background

Land is one of the immovable prudent major resources, increasing population creates pressure to balance the carrying capacity of the land resource therefore, and its proper use is inevitable for food production, residential and other uses as well as for any development activities occurs on land to increase the access to the land for socio-economic development. Land is a unique resource limited in supply but endless in the variety of its uses. It is a basis of socio-economic development of every country. For sustainable development of society, this resource should be wisely managed. Many countries around the world are nowadays paying their utmost attention to various land management issues for sustainable socio-economic development and environmental management. One of the most effective and widely used land management instruments is to develop land use strategy from the long-term perspective which will provide basis for controlling land use changes through the adoption of land use zoning and regulations.

Land use planning refers to the process by which a society, through its institutions, decides where, within its territory, different socioeconomic activities such as agriculture, housing, industry, recreation, and commerce should take place. This includes protecting well-defined areas from development due to environmental, cultural, historical, or similar reasons, and establishing provisions that control the nature of development activities. These controls determine features such as plot areas, their land consumption or surface ratio, their intensity or floor-area ratio, their density or units of that activity (or people) per hectare, the technical standards of the infrastructure and buildings that will serve them, and related parking allowances. All of these provisions should be included in the jurisdiction's land use or zoning code. This code becomes the legal guide for landowners, developers, citizens, and authorities.

Rapid increase of population and urbanization experiencing land management issues reached to critical stage at both national and local level in Nepal. The highly fertile agricultural land is going to urbanize unevenly around the fast-growing urbanizing areas and market centers likewise along the transport corridors from east to west and south to north. In many places, agricultural lands have been left unused and abandoned. The available land is also not being used on its optimum level. Crop production is not in accordance with the suitability and capability of the land in many areas. Encroachment of



[Signature]
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[Signature]
[Illegible text]

public and forest land especially in the Terai areas have resulted in haphazard and uncontrolled growth of squatter settlements contributing to the declining level of the ecological balance. Similarly, widely scattered unplanned and haphazard subdivision of fertile agriculture land as building plots in areas adjacent to major and minor road network in most terrain districts is taking place everywhere also indicate that there is no control mechanism or instrument to regulate such activities. In many places, especially in the hilly and mountainous land, uncontrolled and rampant human activities have contributed to the accelerated pace of natural disasters such as landslides and flooding. Consequently, Nepal is subjected to serious threat of facing problems related to food security and hunger in future. Similarly, unplanned settlement and unhealthy habitat, lack of basic infrastructure and services, natural disaster, and environmental degradation are other serious challenges already faced by the country. If these issues and problems are not addressed in time, it may invite a major disaster for the country from the perspective of food security and hunger, health risks due to environmental degradation and other unforeseen natural calamities.

Nepal being a developing nation, massive urban land has been encroached as slums and real estate market has been well flourished since last 2 decades specifically in large municipalities and fringe areas. Almost all economic activities in these areas depend on lands and so is the pivotal for economic development. There has been existed unsystematic and unhealthy real estate business in the absence of effective land use planning and zoning. The utility services are also very poor in the developmental areas due to lack of updated planning and monitoring. All these facts have resulted serious problems on settlement pattern and has deteriorated the urban-rural environment. The state being the guardian, it needs to pay serious attention to face, overcome and tackle the ever-growing problem.

Land use is one of the priority sectors of Government of Nepal (GoN) which can be visualized from the different official documents. Most of these documents have mentioned on short term policies and in some cases it succeeded with partial implementation of the policy as well. To address the land use sector, the eighth fifth year plan first time has identified a long term program. The ninth fifth year plan has focused for sustainable development of land and natural resources for preservation and extension of ecological sectors (Ninth Plan, 1998). This plan has identified the need of the formulation of land use plan based on the land form, climate, soil etc. as well as in agricultural production, environment preservation and other facilities, sectoral development and increase the public awareness on importance and role of land use plan. In the same way, the tenth fifth

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year plan focused to the formulation and activation of land use policy to discourage the use of arable land to other non-agricultural purposes and creation of national geographic information database related with land resource maps. However, it is necessary to devise a proper land based planned land use map to correlate in the actual ground. In this context, the superimposed of cadastral maps on the land use zoning maps are necessary for implementing the land use policy. Intimate relationship of human civilization with land has been the content of world history. Land has always played very crucial and important role in the social, economic, cultural and political life of people and the nations. It is the land which has preserved the proof of human achievement and failure. But never in the history of mankind has land been such a crucial issue as today. The land issue has developed in the context of explosive urbanization that has taken place as a result of mankind's great achievement in the fields of science and technology (Chhetri, 1986). It has become now clear that land has become a scarce resource that must be wisely and carefully allocated if the environment of man is to be improved.

Land use planning should be a decision – making process that “facilitates the allocation of land to the uses that provide the greatest sustainable benefits”. It is based on the socio-economic conditions and expected developments of the population in and around a natural land unit. These are matched through a multiple goal analysis and assessment of the intrinsic value of the various environmental and natural resources of the land units. In the simplest planning situation, that of new land settlement land units can be allocated to specific uses. Settlers are then brought in, and at least initially, required to practice those uses (GTZ, 1995). Decisions on land allocation or land use recommendation for completing uses begin with a set of policy guidelines, for example – a minimum acceptable production of staple foods and fuel wood, the preferred location within range of existing services and a limited amount of development capital. Sometimes, it is helped to set out the options in a goals achievement matrix and rank them according to chosen criteria. For the increasingly complex tasks of selecting sites for development projects, allocating land among several land uses, development policies on land use as well as allocating resources, hundreds of individual land units and many alternative land uses may have to be considered.

The decision-maker must take into account a variety of practical considerations, including-

- a. The expressed preference of the local people
- b. The interest of minority group


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- c. Mitigation of national policies
- d. Some constraints such as land tenure, availability of source of data as inputs
- e. The maintenance of environmental standards
- f. Practicability for its potential implementing agencies
- g. Costs and the availability of funding.

1.2 Rationale

Local level is responsible for land use planning and its implementation. So, land use zoning is carried out on particular areas of land – what shall be done, where and when, and who will be responsible. It requires detail basic information about the land, the people and services at local level. However, Nepal has only regional level data base on land use, land system and land capability which were produced by Land Resource Mapping Project (LRMP, 1986). Realizing this fact, the Ministry of Land Reform and Management of Government of Nepal established the **National Land Use Project (NLUP)** in 2057/058 fiscal year to generate the necessary data bases on the land resources of the country.

The study is based on following conceptual framework:

- a. Classification of the land into Agricultural area, Residential area, Commercial area, Industrial area, Mining and Mineral area, Cultural and Archaeological area, River, Lake and Water bodies area, Excavation area, Forest area, Public Use area and Others as per necessity as mentioned in the National Land Use Policy 2072 of the Government of Nepal.
- b. Identifying and demarcating areas for potential residential, commercial, industrial and public use to support sustainable urban development
- c. Identifying and classifying agricultural land into comparatively advantageous sub areas on the basis of quality of land, suitability and capability of land to increase the productivity
- d. Preservation and conservation of natural resources including forests, shrubs, rivers and rivulets and swampy lands for environmental protection

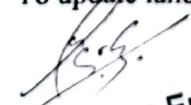
1.3 Objectives of the Study

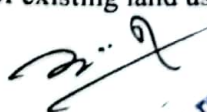
The main objective of the study is:

To update land use zoning maps, GIS database of Municipality (Rural Municipality)

The specific objectives of this study are:

- a. To update land use map of Municipality on the basis of existing land use by using


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available data sources in GIS.

- b. To prepare appropriate GIS database of existing land use.
- c. To prepare land use zoning map clearly showing different zones and sub-zones in accordance with the Government's Land Use Policy 2079.
- d. To prepare detailed report containing conceptual basis and methodology, criteria of land use zoning, distribution of different land use zones and data models of GIS database.

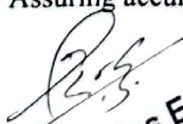
1.4 Scope of Work


The scope of this project work is as follows:

- a. Collect all the basic and foundational information from Municipality, NLUP or DUDBC
- b. Collect/Download the geometric rectification of satellite image.
- c. Perform necessary rectification of the given satellite image
- d. Perform field work to collected relevant land use information.
- e. Populate the given database with the extracted features.
- f. Maintain the database as per the specification supplied.
- g. Prepare present land use maps as per different specified hierarchical levels for the selected Municipality.
- h. Discuss the accuracy, reliability and consistencies of data.
- i. Prepare reports describing methodology, existing land use pattern and model of GIS data base.

In order to achieve the above-mentioned objective, the study team shall carryout the following activities:

- a. Study of the existing relevant maps, documents, and database of the project area
- b. Preparation of existing land use map of Nagarpalika/Gaupalika in appropriate scale
- c. Preparation of land use zoning maps of the Nagarpalika/Gaupalika at appropriate scale based on existing land use and field survey with clear demarcation of different zones and sub-zones as per the Government's Land Use Policy 2072
- d. Designing appropriate GIS database logically on land use zoning for the selected Municipality.
- e. Assuring accuracy, reliability and consistency of data.

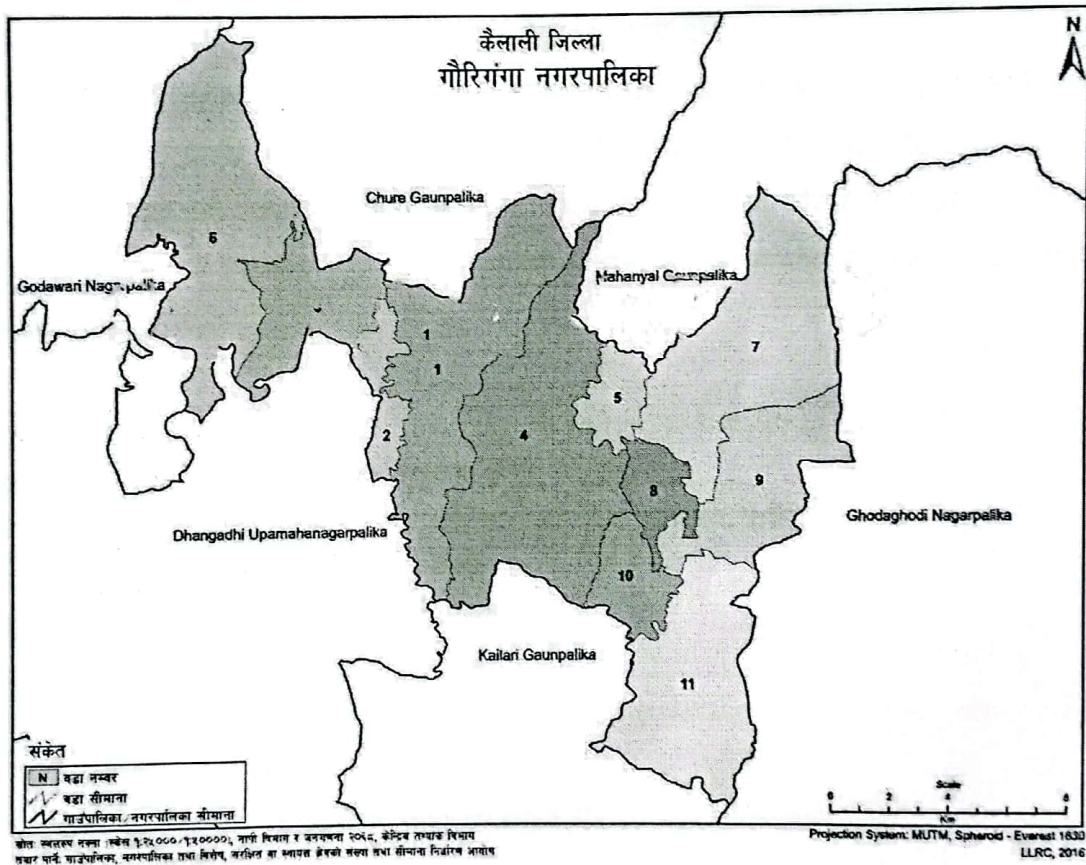

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- f. Preparation of detailed reports, describing methodology, criteria and classification of different land use zones and sub-zones with GIS data models and databases.

1.5 Study Area

गौरीगङ्गा नगरपालिका नेपालको सुदूरपश्चिम प्रदेश अन्तर्गत कैलाली जिल्लामा पर्दछ । नगरपालिका घोषणा गर्दा साविकका चौमाला, मसुरिया र उदासीपुर गा.वि.स. को वडा नं १, २ र ५ समावेश गरिएका थिए । विश्व मानचित्रमा $28^{\circ} 36''$ देखि $28^{\circ} 41' 30''$ उत्तरी अक्षांस देखि $80^{\circ} 48' 30''$ पूर्व देशान्तर सम्म फैलिएको र समुन्द्री सतह देखि १६५ मि. देखि ९४४ मि. को उचाईमा, काठमाडौं देखि ६२२ कि.मि. को दूरीमा रहेको छ ।



1.6 भू उपयोग ऐन २०७६

1.6.1 वर्गिकरणका क्षेत्रहरु

भू उपयोग ऐन २०७६ जग्गाको सहि सदुपयोग गरि अधिकतम लाभ लिने सम्बन्धमा केन्द्रित छ । भू उपयोग ऐनको दफा (३) मा नेपाल सरकारले भूमिको सुमुचित उपयोग तथा सार्वजनिक हित समेत समेत ध्यानमा राखी नेपालको सबै क्षेत्रमा भूउपयोग कार्यक्रम संचालन गर्न सक्नेछ भन्ने व्यवस्था छ । त्यसै गरि दफा (४) को

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उपदफा (१) मा भूमिलाई १० क्षेत्र मा भू बनौट, क्षमता ,उपयुक्तता, मौजुदा उपयुक्तता र आवश्यकताका आधारमा विभाजन गर्न सकिने भन्ने कुरा उल्लेख छ । जुन क्षेत्र निम्न अनुसार छन्:

क) कृषि क्षेत्र

ख) आवासीय क्षेत्र

ग) व्यावसायिक क्षेत्र

घ) औधोगिक क्षेत्र

ङ) खानि तथा खनिज क्षेत्र

च) वन क्षेत्र

छ) नदि,खोला,ताल सिमसार क्षेत्र

ज) सार्वजनिक उपयोग क्षेत्र

झ) सास्कृतिक तथा पुरात्वात्विक महत्वको क्षेत्र

ञ) नेपाल सरकारले आवश्यकता अनुसार तोकिएको अन्य क्षेत्र

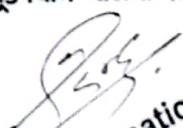
यसरी तोकिएका क्षेत्रहरूलाई फेरी उपक्षेत्रमा वर्गीकरण पनि गर्न सकिनेछ तर यसरी वर्गीकरण गरिएको जग्गा अन्य क्षेत्रमा बदल्नु परे सङ्घीय भुपयोग परिषदमा लेखि पठाउनु पर्नेछ र सङ्घीय परिषद बाट सहमति आएमा प्रदेश वा स्थानीय भू उपयोग परिषदले बदल्न सक्नेछ । सङ्घीय,प्रादेशिक र स्थानीय भूउपयोग परिषदको संरचना र काम कर्तव्य र अधिकार निम्नासुर रहेको छ :

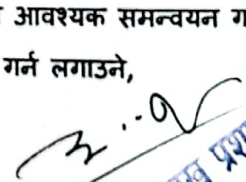
1.6.2 संघिय भूउपयोग परिषद्

- (क) मन्त्री भूमि व्यवस्था सम्बन्धी बिषय हेर्ने नेपाल सरकारको मन्त्रालय, अध्यक्ष
- (ख) सदस्य,राष्ट्रिय योजना आयोग(भूमि व्यवस्था बिषय हेर्ने, सदस्य
- (ग) सचिव, भूमि व्यवस्था सम्बन्धी बिषय हेर्ने नेपाल सरकारको मन्त्रालय, सदस्य
- (घ) सचिव,अर्थ ,वन तथा बाताबरण,कृषि तथा पशुपन्क्षि
- (ङ) सचिव,उधोग वाणिज्य तथा आपुर्ति, संघिय मामिला ..
- (च) सचिव,सहरी विकास
- (छ) भूउपयोग सम्बन्धि विशेषज्ञहरु मध्येबाट नेपाल सरकारद्वारा मनोनित कम्तीमा दुईजना महिला सहित चारजना, सदस्य
- (ज) सह-सचिव, भूमि व्यवस्था सम्बन्धि बिषय हेर्ने नेपाल सरकारको मन्त्रालय, सदस्य सचिव

1.6.3 संघिय भूउपयोग परिषदको काम कर्तव्य र अधिकार

- (क) दिर्घकालीन तथा आवधिक विकास योजना र कार्यान्वयन क्षमतालाई आधार मानी राष्ट्रिय स्तरको भूउपयोग योजना बनाई लागु गर्ने गराउने,
- (ख) भू उपयोग योजना सन्चालन गर्न नेपाल सरकारका बिभिन्न निकायबीच आवश्यक समन्वयन गर्ने
- (ग) भूउपयोग योजना सन्चालन गर्न आवश्यक भूउपयोग नक्शा डाटा तयार गर्न लगाउने,


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- (घ) भू उपयोग क्षेत्र बर्गिकरण सम्बन्धि योजना, आवश्यक आधार र मापदण्ड तयार गर्ने,
(ङ) अन्तरप्रदेशिक भूउपयोग सम्बन्ध विवाद समाधान गर्ने,

1.6.4 प्रदेश भूउपयोग परिषद्

- (क) मन्त्री, भूमि व्यवस्था सम्बन्धी विषय हेर्ने प्रदेश सरकारको मन्त्रालय, अध्यक्ष
(ख) सचिव, अर्थ, कृषि, वन, कानून, उद्योग, शहरी विकास, स्थानीय विकास सम्बन्धी विषय हेर्ने प्रदेश सरकारको मन्त्रालय), सदस्य
(ग) भू उपयोग सम्बन्धी विशेषज्ञहरुमध्येबाट प्रदेश सरकारबाट मनोनित कम्तिमा दुईजना महिला सहित चार जना, सदस्य
(घ) सचिव, भूमि व्यवस्था सम्बन्धि विषय हेर्ने प्रदेश सरकारको मन्त्रालय, सदस्य सचिव

1.6.5 प्रदेश भूउपयोग परिषद्को काम कर्तव्य र अधिकार

- (क) प्रदेशस्तरको भूउपयोग सम्बन्धी नीति निर्माण र कार्यान्वयन तथा नियमन गर्ने,
(ख) प्रदेशस्तरीय भूउपयोग योजना र मापदण्ड तयार गर्ने,
(ग) अन्तरस्थानीय तहहरुको भूउपयोग सम्बन्धी विवाद समाधान गर्ने,
(घ) प्रदेशतहको भूउपयोग नक्सा डाटावेस तयार गर्ने र अभिलेख अद्यावधिक गर्ने,
(च) भूमि व्यवस्थापनका चुनौतिहरुलाई (उपयोग नभएको, कम उपयोग, दुरुपयोग र दोहन) आवश्यक व्यवस्थापन गर्ने,

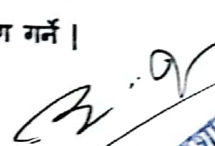
1.6.6 स्थानीय भू-उपयोग कार्यान्वयन समिति:

- क) अध्यक्ष: गा.पा /न.पा अध्यक्ष
ख) सदस्य: वडा अध्यक्ष
ग) सदस्य : गाउँपालिकाका कृषि, वन, भुमि, सहरी विकास भौतिक पूर्वाधार संग सम्बन्धित साखाको प्रमुख
घ) सरोकारवाला मध्यबाट स्थानीय भू उपयोग भू उपयोग परिषदले तोकेको दुई जना महिला सहित चार जना: सदस्य
ङ) सम्बन्धित स्थानीय तहको प्रमुख प्रशासकीय अधिकृत : सदस्य सचिव

1.6.7 स्थानीय भूउपयोग परिषद्को काम कर्तव्य र अधिकार

- (क) आफ्नो तहको भूउपयोग सम्बन्धी आवश्यक नीतिहरु, योजना तर्जुमा गरी पारित गर्ने,
(ख) भूमि सम्बन्धी लगत सङ्कलन, विश्लेषण र उपयोग गर्ने,
(ग) आफ्नो तहको भूउपयोग क्षेत्र नक्शा तयार गराउने,
(घ) आफ्नो तहको भूउपयोग क्षेत्र वर्गीकरण गर्ने,
(च) भूउपयोग योजना कार्यान्वयनको अनुगमन गर्ने,
(छ) भूउपयोग परिवर्तनको लागि स्पष्ट आधार र कारण सहित सिफारिस गर्ने,
(ज) तोकिएको उपयोग भन्दा फरक उपयोग गरेकोमा कारवाही गर्ने,
(झ) धार्मिक, ऐतिहासिक, सांस्कृतिक, पुरातात्विक, सार्वजनिक, स्थलहरुको संरक्षण गर्ने ।


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मन्त्रालयले प्रत्येक स्थानीय तहको भुपयोग क्षेत्र नक्सा तयार गर्नु, गराउनेछ । सो नक्सा तयार गर्दा नक्साको प्राकृतिक विपद झोखिम युक्त क्षेत्र पहिचान गरि नक्सामा जनाउनु पर्नेछ । त्यसै गरि मन्त्रालयले संघीय भूउपयोग परिषद बाट स्वीकृत गराई भुपयोग योजना लागु गर्न सक्नेछ । त्यसैगरी प्रत्येक स्थानीय तहले भूउपयोग क्षेत्र नक्सा तथा आफ्नो क्षेत्रभित्रको आर्थिक, सामाजिक, पूर्वाधार विकास लागत कुरा ध्यान मा राखी सङ्घीय र प्रदेश भूउपयोग योजना संग प्रतिकुल नहुने गरि स्थानीय भूउपयोग योजना तयार गर्नेछ । स्थानीय तहले ग्रामिण र सहरी क्षेत्रको छुट्टाछुट्टै भूउपयोग योजना तर्जुमा गर्नु पर्नेछ । भूउपयोग योजना तर्जुमा गर्दा औधोगिक करिडोर, विशेष आर्थिक क्षेत्र, राष्ट्रिय परियोजना, अन्तरप्रदेश फैलियका परियोजना, संरक्षण योग्य राष्ट्रिय महत्वका प्राकृतिक तथा भौतिक सम्पदाहरु, अन्तराष्ट्रिय पहिचान र मानवीय आस्था बोकेका धार्मिक, सांस्कृतिक महत्वका स्थानहरु, विद्यालय वा अन्य शैक्षिक क्षेत्र, स्वास्थ्य सस्था, सिचाई कुलो वा नहर रहेको क्षेत्र, राष्ट्रिय सुरक्षाको दृष्टिले संवेदनशील स्थानहरु, विपद जोखिमयुक्त क्षेत्र, वातावरणीय स्वच्छता तथा जैविक विविधता संरक्षणको लागि सुरक्षित क्षेत्र र अन्य आवश्यक क्षेत्र लाई ध्यानमा राख्नु पर्नेछ ।

एक पटक वर्गीकरण गरिसकेपछि पुन भू उपयोग बदल्न पाइदैन । यदि कुनै व्यक्तिले आफ्नो जग्गा बर्गिकरण तोकिएको भुपयोगमा प्रयोगमा नआएको भनि बदल्न खोजेमा स्थानीय भू उपयोग परिषदमा निवेदन दिनु पर्नेछ र सम्बन्धित स्थानीय भू उपयोग परिषदले प्रादेशिक र संघिय भूउपयोग परिषदबाट सहमति ल्याई बदल्न सक्नेछ । तर आफ्नो क्षेत्रभित्रको कुनै स्थान वा बस्ति कुनै विपद वा प्राकृतिक प्रकोपको कारण असुरक्षित भएमा त्यस्तो क्षेत्रलाई असुरक्षित वा अव्यवस्थित स्थान घोसणा गरि त्यस्तो स्थानमा बसोबास गरेको परिवार वा समुदायलाई सुरक्षित तथा व्यवस्थित स्थानमा बसोबासको व्यवस्था मिलाउन भूउपयोग परिवर्तन गर्न सक्नेछ । त्यस्तो गर्दा अन्यत्र जग्गा उपलब्ध भए सम्म कृषि क्षेत्रको भूउपयोग परिवर्तन गर्नु हुदैन ।

त्यसै गरि कृषि क्षेत्र भएका घरका अलावा नया घर बनाउन नपाइने व्यवस्था छ । यदि पुरानो घर भत्किएमा र अन्यत्र घर हाल्ने ठाउँ नभए मात्र सोहि कृषि क्षेत्रको जग्गामा घर बनाउन अनुमति दिन सकिनेछ । त्यसैगरी तोकिएको क्षेत्र बाहेक अन्य क्षेत्रमा घडेरी विकास गर्न पनि नपाइने व्यवस्था छ ।

त्यसैगरि किता खण्डिकरण रोक्न आवश्यक मापदण्ड र आधार तोक्ने भनिएको छ र सो कुरा भुपयोग नियमावलीमा राखिएको छ । त्यसै गरि मन्त्रालय, प्रदेश सरकार र स्थानीय तहले कृषि भूमिमा आधुनिकरण, यान्त्रिकरण, व्यवसायीकरण, सहकारी खेति, सामुहिक खेति तथा सार्वजनिक खेति गर्न चक्ताबन्दी पनि गर्न सकिनेछ ।

2. Brief Methodology

2.1 Brief Methodology for present land use classification:

The consultant should review all the relevant maps of the project area including LRMP maps,

- Topographical map sheets and documents prepared by the Survey Department of Nepal as well as relevant products prepared by other agencies.
- The Municipality present land use maps should be prepared from rectified enhanced high resolution satellite images.
- The level 1 categories of the land use should be such as Agricultural, Residential, Commercial, Industrial, Forest, Public Use etc. (as per NLUP). The fundamental

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- classes should be as per land act 2021 (sixth amendment). However, sub levels should be populated as per requirement of the data model and ground truth.
- d. The smallest mapping unit for delineation of land use categories should be of 0.25 hectare.
 - e. The interpretation and feature extraction in terms of different land use units should be validated through enough ground truths collected from extensive fieldwork as well as through accuracy assessment matrix. The accuracy of each class as well as overall accuracy should not be less than ninety percent.
 - f. The map layout and legends should be as according to the standard of map/data model.
 - g. The report on the land use should cover details of the methodology adopted in preparation of the present land use maps of the selected municipality. It should cover tables, maps and charts showing the categories of the land use and their properties. It should be in the standard format.
 - h. The Municipality output maps must be based on Modified Universal Transverse Mercator Projection system. The database, images and maps should be provided as per the Data model.

2.2 Brief Methodology for land use zoning/Land Use Classification:

After the preparation and update of existing land use, the consultant should focus on land use zoning. The methodology for zoning is mentioned below:

- a) The consultant should review all the relevant maps of the project area including present land use, cadastral layers, land form, arability, slope, drainage system.
- b) A rule based Multi Criteria Evaluation (MCE) methodology should be developed for optimum use of land resources of the municipality under the following broad land use zones: Agricultural area, Residential area, Commercial area, Industrial area, Forest area, Public use area etc. as mandated by Land Act 2021 (Sixth amendment). Corresponding subdivisions for each zone type must be as per the data model.
- c) The proposal and final report must describe these issues relating how these issues may be addressed in the proposed study area.
- d) The MCE criteria should be guided by the environmentally friendly perspective and as far as possible, proper care should be maintained to preserve forest areas, protection of food crop producing areas, conserving eco-system and biodiversity and providing unproductive areas for settlement.


Surveyor General


Surveyor General

- e) The smallest mapping unit for delineation of land capability categories should be of 0.25 hectare, which would be 1/4th of a square centimeter in map scale.
- f) The map layout, legends and report should be as per the standard.
- g) The report on the land use zoning should cover details of the methodology adopted in preparation of the land use zoning maps of the selected municipality. It should cover tables, maps and charts showing every category of the land use zones.
- h) The municipality out-put maps must be based on Modified Universal Transverse Mercator Projection system. The data base and maps should be provided as per the data model.

3. Stages of Reports / Deliverables

Following reports in quantities as mentioned below within 4 months should be submitted as follows:

Stages of Reports	Time Period	Requirements of Report	Deliverables
Draft Report	Within Ten week of Agreement Date	Detailed of Interim Report based on findings of the field and comments. Preparation of Present Land Use & Land Use Zoning Maps. Presentation of study at Municipality.	1 set hard copies
Final Report	At the end of Twelve week of	Detailed of Draft Report based on findings of the field and comments. Incorporate with relevant data, figures, drawings, questionnaires,	2 set hard copies with 1 set in color

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	Agreement week	interviews and other necessary information.	database Pend rive
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4. Composition of the Study Team

In general, the consulting team shall compose of the following personnel:

S.N.	Position	No. of person	Duration in month	Qualification required
1	Team Leader / Urban Planner/GIS Expert	1	1.5	At least Master Degree in Urban Planning, Geoinformatics, Remote sensing, GIS, City Planning, regional Planning, Land use planning, Infrastructure planning with 8 years working experience in related field.
2	Environmental Expert/ Natural Resource manager	1	0.95	At least Master's degree in Environmental Engineering/ Science/ Natural Resources with 5 years' work experience in related field.
3	Socio-economics/ Social Scientist	1	0.75	At least Master's degree in Sociology/ Anthropology/ Economics/ Finance with 5 years' work experience in related field.
4	Geotechnical Engineer/ Geologist	1	0.5	At least Master's degree in Geological Engineering/ Science with 5 years' work experience in related field.

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5	Geomatics Engineer/ GIS Expert	1	3	Bachelor in Geomatics Engineering, Remote sensing, surveying and geodesy with 5 years' work experience in related field.
6	Agriculturist/ Forester	1	0.5	At least Bachelor degree in Agricultural Engineering/ Science, Forestry or Integrated Water Shed Management with 5 years' work experience in related field.
7	Architect/ Civil Engineer	1	1	At least Bachelor's degree in Architecture/ Urban Planning with 5 years' work experience in related field.

5. Work Schedule

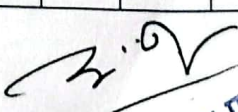
1. Deliverables

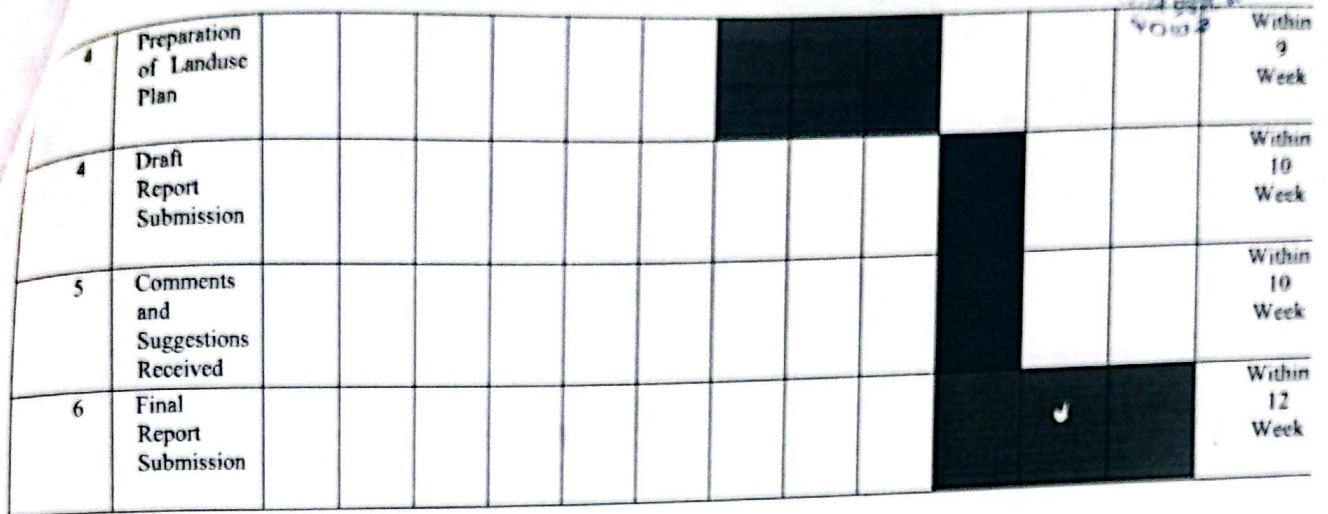
- Draft report:** One (1) copy within 10 weeks from the date of commencement of work.
- Final Report:** Two (2) copies within 12 weeks from the date of commencement of consulting service.

Work Distribution

S.N.	Task	1	2	3	4	5	6	7	8	9	10	11	12	Weeks
1	Collection and study of report and secondary data													Within 1 Week
2	Field Survey and Data Collection													Within 5 week
3	Database Preparation													Within 7 Week


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This is a lump sum contract for delivery of a defined set of outputs. Payments are made at percentages of the total contract value on the basis of the Consultant satisfactorily achieving the key milestones stated below and after the approval from the Client.

- 40% of the contract amount upon acceptance of the Draft Report.
- 60% of the contract amount upon acceptance of the Final Report.

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Section VIII

Conditions of Contract and Contract Forms

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3.9

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I. Form of Contract

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


This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [or has applied for] a loan [or grant or financing] from the Donor Agency: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/grant/financing] to eligible payments under this Contract, it being understood that (i) payments by the Donor will be made only at the request of the Client and upon approval by the Donor; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/grant/financing] agreement, including prohibitions of withdrawal from the [loan/grant/financing] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Donor, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/grant/financing] agreement or have any claim to the [loan/grant/financing] proceeds;

[Note: Include Clause (c) only in case of donor-funded projects.]


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NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee [Use only for donor-funded project only. Specify "Not Applicable" for GoN funded projects]

Appendix E: Medical Certificate

Appendix F: Minutes of Negotiation Meetings

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

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

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

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

For and on behalf of [Name of Client]

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

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

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[Authorized Representative of the Consultant – name and signature]

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

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

[Name of member]

[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]


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A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
- (b) "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/grant/project] agreement with the Development Partner.
- (c) "Client" means [procuring entity/the implementing/ executing] agency that signs the Contract for the Services with the Selected Consultant.
- (d) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) "Day" means a working day unless indicated otherwise.
- (g) "Development Partner" means the country/institution funding the project.
- (h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) "Experts" means, collectively, Key Experts or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) "Foreign Currency" means any currency other than the currency of the Client's country.
- (k) "GCC" means these General Conditions of Contract.
- (l) "Government" means the government of Nepal (GoN).
- (m) "Joint Venture (JV)" means an association with or without a


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legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (o) "Local Currency" means the currency of Nepal (NPR).
- (p) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

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


3. Law Governing Contract

4. Language

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

5. Headings

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


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6. Communications 6.1

Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause SCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.



6.2. A Party may change its address for notice purposes by giving the other Party any communication if such change is the address specified in the SCC.

7. Location

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

8. Authority of Member in Charge

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

9. Authorized Representatives

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

10. Corrupt and Fraudulent Practices

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

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practices" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practices" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practices" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;


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(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) "obstructive practice" means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under GCC26.2.

b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;


c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;


d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.

a. *Commissions and Fees*

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other


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party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF

CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than thirty(30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC or such other time period as the Parties may agree in writing.

14. Expiration of Contract

15. Entire Agreement 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.


16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to


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be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

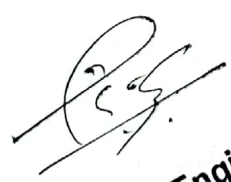
17.5. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.


17.6. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

d. Extension of Time (EoT)

17.8. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.


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17.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

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

18. Suspension

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

19. Termination


19.1 This Contract may be terminated by either Party as per provisions set up below:

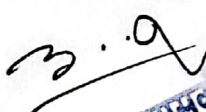
a. By the Client

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

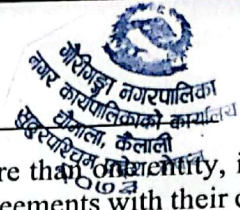
(a) through (d); and at least sixty (60) calendar days' written notice in case of the event referred to in (e):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the


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Client may have subsequently approved in writing;



- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

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

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligation

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.


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d. Cessation of Services



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

e. Payment upon Termination



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


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


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I. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1&6.2	<p>The address are: Name: Gauriganga Municipality Address : Chaumala, Kailali</p> <p>Consultant: Attention: Facsimile: E-mail:</p> <p></p>
9.1	The Authorized Representatives are: Gauriganga Municipality Chaumala, Kailai
12.1	Termination of Contract for Failure to Become Effective: The time period shall be: Three months
13.1	Commencement of Services: The number of days shall be: 7 days of work order Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as awritten statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be: 3 months
21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3


Geomatics Engineer


मुख प्रशासकाय अधिकृत



24.1	<p>No additional provisions. [OR] Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from Liability which is prohibited by the Applicable Law of the Client's country.</p>
25.1	<p>(a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling amount of the Contract];</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state 'in accordance with the applicable law in the Client's country'];</p> <p>(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state 'in accordance with the applicable law in the Client's country'];</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
28.1	Not Applicable
28.2	<p>[The Consultant shall not use these [insert what applies documents and software] for purposes unrelated to this Contract without the prior written approval of the Client.]</p> <p>OR</p> <p>[The Client shall not use these [insert what applies documents and software] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p>OR</p> <p>[Neither Party shall use these [insert what applies documents and software] for purposes unrelated to this Contract without the prior written approval of the other Party.]</p>
36.1(a)	(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to
39.1	<p>The Contract price is:</p> <p>VAT chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Client [insert as appropriate: "for" or "to"] the Consultant.</p>
42.2	Payment Milestone:

B.S.
Engineer

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मुख्य प्रशासक/प्रमुख अधिकारी

Sl. No.	Milestone Name	Milestone Description	Payment Percentage
1	Advance Payment	Advance Payment	10%
2	Final Test	Submission of final report	80%
3	Final	Submission of final report within 1 month	10%
43.1	The proportion of payment retained is 10%.		
44.1	The interest rate is 11%.		
45.1	The liquidated damages is 0.05% per day. The maximum amount of liquidated damages is 10% of the sum stated in the Agreement.		



[Signature]
Geomatics Engineer

[Signature]
The Authority Manager

(a) Contracts with foreign consultants:

Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs- Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [insert the name of the same professional body as above] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].

(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the [name the same appointing authority as in said paragraph (b)] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.

4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:

(a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or

(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or

(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or

(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

5. Miscellaneous. In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Consultant's country];

(b) the [type of language] language shall be the official language for all purposes; and

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

(b) Contracts with domestic consultants:

Arbitration shall be conducted in accordance with Nepal Arbitration Act

[Signature]
Geomatics Engineer

[Signature]
प्रमुख प्रशासकाय अधिकारी
गौरीगंगा नगरपालिका
नगर कार्यपालिकाको कार्यालय
बैतुला, कैलाली
सुदूरपश्चिम प्रदेश, नेपाल
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