



**Vyas Municipality  
Office of Municipal Executive  
Damauli, Tanahun**

**REQUEST FOR PROPOSALS for  
SELECTION OF CONSULTANTS**

RFP No.: .....

**Selection of Consulting Services for:  
Feasibility Study for Land Pooling Project**

**Office Name: Vyas Municipality,  
Office of Municipal Executive**

**Office Address: Damauli, Tanahun**

**Financing Agency: Municipal Budget**

**Issued on: [Fagun, 2075]**

## REQUEST FOR PROPOSALS

Second Date of Publication: 2075/11/2

Invitation of RFP for Consultancy Services for Feasibility Study of Land Pooling Project at Ward 11, Ranigaun of Vyas Municipality.

Dear Consultants,

1. Vyas Municipality Office has allocated fund for Feasibility Study of Land Pooling Project at Ward 11, Ranigaun of Vyas Municipality and intends to apply a portion of this fund to eligible payments under this Contract.
2. The Vyas Municipality Office now invites proposals to provide the following consulting services (hereinafter called "Services"): Feasibility Study of Land Pooling Project at Ward 11, Ranigaun of Vyas Municipality. More details on the Services are provided in the Terms of Reference in RFP Document.
3. This Request for Proposals (RFP) has been addressed to the all eligible domestic Consultants
4. RFP documents could be obtained free of cost during office hours on all government working days within 15 days of second date of publication of this notice from Vyas Municipality, Office of Municipal Executive, Damauli, Tanahun, Gandaki Province, Nepal or can be downloaded from the website <http://www.vyasmun.gov.np>
5. Duly completed **RFP** documents should be submitted to the address mentioned below clearly mentioning the name of the Job in sealed envelopes before 12 Noon (NST- Nepal Standard Time) within 16 days of second publication of this notice .
6. If the deadline specified herein falls on a government holiday, the deadline shall be extended automatically to the next working day, the same hour.
7. Duly completed RFP documents received after the due date & time, shall be considered late, summarily rejected and returned unopened.
8. The completed RFP documents received by the due date and within the specified time shall be opened at 14:00 (NST) on the 16th day of second date of publication of this notice in the presence of the applicants or their authorized representatives whosoever wish to attend. Absence of the applicants or their authorized representatives, however, shall not obstruct or prevent the opening of the RFP in any way.
9. The RFP documents received from the consultants will be evaluated on the basis of the approved evaluation criteria. The Quality and Cost Based Selection (QCBS) procedure will be used for final selection of the consulting firm.
10. Vyas Municipality office reserves the right to accept or reject any or all proposals with or without giving any reason whatsoever.
11. Further information on this RFP can be obtained from the above address of Vyas Municipality office during office hours in all working days prior to the deadline of submission of RFP.

The Chief Administrative Officer  
Vyas Municipality, Office of Municipal Executive,  
Damauli, Tanahun, Gandaki Province, Nepal  
Telephone: 065-560162  
Facsimile: 065-560233  
E-mail:vyasmunicipality@gmail.com

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## Introduction and Instructions

### 1. Instruction to Consultant

Only the work completed during last ten years will be considered while evaluating the firms' experiences.

Technical Proposal shall be evaluated on the basis of information duly provided by the Consultant. Information must be supported by relevant evidences such as Certificates, official letters, bills, vouchers and necessary commitments wherever applicable. The Curriculum vitae must be supported with relevant academic certificates otherwise marks will not be granted.

The consulting firm must include a team leader having minimum qualification mentioned in the evaluation criteria. He/ she must have educational qualification and minimum job experience as described in the evaluation criteria. Failing to provide a team leader having these minimum qualifications will result in the proposal submitted by ***the consulting firm invalid and will not be evaluated.***

If other experts designated for the proposed assignment does not meet the minimum criteria, consultant's proposal shall still be considered valid and shall duly be evaluated. However, if the proposed staffs' quality lacks the minimum criteria, the expert will be awarded zero score. Still if the firm wins the contract, the expert should be replaced with qualified expert.

The submitted documents (legal documents, experience letters and qualification certificates of experts) should duly attest by Notary Public as per Notary Public Act 2063 and Notary Public Regulation 2063.

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## 2. Instruction for the technical and financial proposal

The proposal shall contain two sealed envelopes:

- a. One sealed envelope with the technical proposal with clear indication of the name of the consulting firm and project name, marked "TECHNICAL PROPOSAL"
- b. One sealed envelope with the financial proposal with clear indication of the name of the consulting firm and project name, marked "FINANCIAL PROPOSAL"

Both envelopes shall be sealed in a single envelop and each envelops shall be duly signed and stamped by consultant.

Only those financial proposals of the firm shall be evaluated whose technical proposals scores will be equal or above than 60% marks of the total allocated marks in technical proposal. Soundness of the technical and financial proposal shall form a basis for the selection. Technical proposal shall carry a weightage of 80% and financial proposal shall carry a weightage of 20% out of total 100 percent.

### Technical proposal shall contain

- i. Brief description of the Consultant's organization and experience on similar assignments and include a description of each assignments in the format provided in the proposal document.
- ii. Comments or suggestion on the TOR, services and facilities to be provided
- iii. Methodology and work plan with professionals' inputs
- iv. A description of the project team organization, a list of proposed professionals by specialty and their assign tasks
- v. CVs recently signed in ***blue indelible ink*** by proposed professional personnel
- vi. Estimates of total professionals and support personnel input needed to carry out the assignment supported by a work plan and a manning schedule showing the field and office time proposed for each team member
- vii. Description of the equipment which the Consultant will apply in the assignment
- viii. Technical proposal shall not disclose any information about the financial proposal

## Request for Proposals

Title of Consulting Services:

**Feasibility Study for Land Pooling Project**

Office Name: ***Vyas Municipality Office,***

Office Address: *Damauli, Tanahun, Nepal*

## Section 1. Letter of Invitation

Second Date of Publication: 2075/11/2

Invitation of RFP for Consultancy Services for Feasibility Study of Land Pooling Project at Ward 11, Ranigaun of Vyas Municipality.

Dear Consultants,

12. Vyas Municipality Office has allocated fund for Feasibility Study of Land Pooling Project at Ward 11, Ranigaun of Vyas Municipality and intends to apply a portion of this fund to eligible payments under this Contract.
13. The Vyas Municipality Office now invites proposals to provide the following consulting services (hereinafter called "Services"): Feasibility Study of Land Pooling Project at Ward 11, Ranigaun of Vyas Municipality. More details on the Services are provided in the Terms of Reference in RFP Document.
14. This Request for Proposals (RFP) has been addressed to the all eligible domestic Consultants
15. RFP documents could be obtained free of cost during office hours on all government working days within 15 days of second date of publication of this notice from Vyas Municipality, Office of Municipal Executive, Damauli, Tanahun, Gandaki Province, Nepal or can be downloaded from the website <http://www.vyasmun.gov.np>
16. Duly completed **RFP** documents should be submitted to the address mentioned below clearly mentioning the name of the Job in sealed envelopes before 12 Noon (NST- Nepal Standard Time) within 16 days of second publication of this notice .
17. If the deadline specified herein falls on a government holiday, the deadline shall be extended automatically to the next working day, the same hour.
18. Duly completed RFP documents received after the due date & time, shall be considered late, summarily rejected and returned unopened.
19. The completed RFP documents received by the due date and within the specified time shall be opened at 14:00 (NST) on the 16th day of second date of publication of this notice in the presence of the applicants or their authorized representatives whosoever wish to attend. Absence of the applicants or their authorized representatives, however, shall not obstruct or prevent the opening of the RFP in any way.
20. The RFP documents received from the consultants will be evaluated on the basis of the approved evaluation criteria. The Quality and Cost Based Selection (QCBS) procedure will be used for final selection of the consulting firm.
21. Vyas Municipality office reserves the right to accept or reject any or all proposals with or without giving any reason whatsoever.
22. Further information on this RFP can be obtained from the above address of Vyas Municipality office during office hours in all working days prior to the deadline of submission of RFP.

The Chief Administrative Officer  
Vyas Municipality, Office of Municipal  
Executive, Damauli, Tanahun, Gandaki  
Province, Nepal  
Telephone: 065-560162  
Facsimile: 065-560233  
E-mail:vyasmunicipality@gmail.com



## **Section 2. Information to Consultants**

## 1. Introduction

1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.

1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.

1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licences and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

1.6 GoN policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

- a. A consultant, who has been engaged by the Client to provide goods or works for a project, and any of their

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affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.

- b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or Donor Agency) 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 of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
- 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 debar 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.

1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

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## **2. Clarification and Amendment of RFP Documents**

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

## **3. Preparation of Proposal**

3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.

### **Technical Proposal**

3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- i. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- ii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.
- iii. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.

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- iv. Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
  - v. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.
- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- iii. A description of the methodology and work plan for performing the assignment (Section 3D).
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- v. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- viii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

**Financial Proposal**

3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.

3.8 Consultants shall express the price of their services in Nepalese Rupees.

3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

**4. Submission, Receipt, and Opening of Proposals**

4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.

4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.

4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**Technical Proposal**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**”

4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client’s Procurement Unit until all submitted proposals are opened publicly.

## 5. Proposal Evaluation

### General

5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.

### Evaluation of Technical Proposals (QCBS,QBS,FBS, LCBS)

5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to



important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

**Public Opening and Evaluation of Financial Proposals (CBS Only)**

5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.

**Public Opening and Evaluation of Financial Proposals (QCBS, FBS, LCBS)**

5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.

5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.

5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal

(Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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;  $T + P = 1$ ) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The consultant achieving the highest combined technical and financial score will be invited for negotiations.

## 6. Negotiations

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.

6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate

shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

**7. Award  
of  
Contract**

- 7.1 Pursuant to Sub-Clause 6.5, 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.
- 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub - Clause 7.1 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 Sub Clause 7.1.
- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 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 Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.
- 7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.

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

## **8. Confidentiality**

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.

## **9. Conduct of Consultants**

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

9.2 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 procurement 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

## **10. Blacklisting Consultant**

10.1 Without prejudice to any other rights of the Employer 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 bidder committed acts pursuant to the Information to Consultants clause 9.2,
- b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract

or the completed work 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 consultant 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) other acts mentioned in the Data Sheet or SCC

10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.

**DATA SHEET**  
**Clause Reference**

|      |   |
|------|---|
| 1.1  | The name of the Client is: <b>Vyas Municipality Office.</b><br>The method of selection is: QCBS   |
| 1.2  | The name, objectives, and description of the assignment are:<br>Name: Feasibility Study for Land Pooling Project<br><br>Objectives :Refer TOR<br><br>Description :Refer TOR   |
| 1.3  | A pre-proposal conference will be held: <b>No</b><br>The name(s), address(es), and telephone numbers of the Client's official(s) are:<br>Name: <b>Vyas Municipality, Office of Municipal Executive</b><br>Address: <i>Damauli, Tanahun, Gandaki Province, Nepal</i><br>Telephone No. : 065560162  |
| 1.4  | The Client will provide the following inputs: <b>As per TOR.</b>  |
| 1.10 | The clauses on fraud and corruption in the Contract are: <b>As per PPMO guidelines and prevailing laws of Procurement Act and Regulations.</b>  |
| 2.1  | Clarifications may be requested 3 days before the submission date<br>The address for requesting clarifications is: <b>Vyas Municipality, Office of Municipal Executive, Damauli, Tanahun, Gandaki Province, Nepal</b><br>Facsimile: 065560233<br>Email: vyasmunicipality@gmail.com  |
| 3.1  | Proposals should be submitted in the following language(s): <b>English</b>  |
| 3.3  | (i) The consultants/entity may associate with other consultants: <b>No</b><br>The estimated number of professional staff-months required for the assignment : <b>Refer TOR</b><br>(iii) The minimum required experience of proposed professional staff is:<br><b>Refer TOR</b><br>(iv) Reports that are part of the assignment must be written in the following language(s): <b>English</b> |
| 3.4  | (i) Training is a specific component of this assignment: <b>No</b><br>(ii) Additional information in the Technical Proposal includes: <b>Presentation as per TOR</b>  |
| 3.9  | Proposals must remain valid <b>90</b> days after the submission date.   |

|     |   |
|-----|---|
| 4.3 | Consultants must submit an original copy of each proposal: <b><i>The consultant should submit the quality assurance plan.</i></b>   |
| 4.4 | The proposal submission address:<br>Information on the outer envelope should also include :<br>Project Name: Feasibility Study for Land Pooling Project   |
| 4.5 | Proposals must be submitted no later than: <b><i>As per Notice</i></b>  |
| 5.1 | The address to send information to the Client is:<br><b><i>Vyas Municipality, Office of Municipal Executive<br/>Damauli, Tanahun, Gandaki Province, Nepal.</i></b>  |
| 5.3 | <p><b>The number of points to be given under each of the evaluation criteria are:</b></p> <p><b>1. Consulting firms specific experience <span style="float: right;">10 Marks</span></b></p> <p>1.1 Physical Development Plan, Periodic plan, Town/ City/ Regional Development Plan, City or Regional Level Master plan, Corridor Development Plan, Land Development Project Feasibility Study and DPR, Infrastructure Development projects (Only projects successfully completed in last 7years)</p> <p><b>2. Methodology and Work plan <span style="float: right;">25 Marks</span></b></p> <p>2.1 Understanding of objectives and TOR<br/>2.2 Quality of Methodology<br/>2.3 Innovativeness<br/>2.4 Work plan and time schedule<br/>2.5 Quality assurance plan</p> <p><b>3. Qualification and technical competence of the proposed key staffs for assignment <span style="float: right;">60 Marks</span></b></p> <ul style="list-style-type: none"> <li>• Team Leader<br/>(S/he must have Master's Degree in Urban/ Regional Planning with at least 5 years of work experience in related field after Master's degree.)</li> <li>• Architect/Urban Planner<br/>(S/he must have Master's Degree in Urban Planning/ Architecture with at least 5 years of work experience in related field after Master's degree.)</li> <li>• Senior Engineer<br/>S/he must have Bachelor Degree in Civil Engineer with at least 5 years of work experience in related field. Master Degree is preferable.</li> <li>• GIS Expert<br/>S/he must have Master's Degree in Geo-information/GIS/RS with at least 5 years of work experience in related field after Master's degree and at least 10 years of work experience in related field after Bachelor degree.</li> <li>• Sociologist<br/>S/he must have master's Degree in Sociology / Anthropology with at least 5 years of work experience in related field after Master's degree and at least 10 years of work experience in related field after Bachelor degree.</li> </ul> |

|      |   |
|------|---|
|      | <ul style="list-style-type: none"> <li>• Economist / Financial Analyst<br/>S/he must have master's Degree in Economics with at least 5 years of work experience in related field after Master's degree and at least 10 years of work experience in related field after Bachelor degree.</li> <li>• Environment Expert<br/>S/he must have master's Degree in Environment Engineering with at least 5 years of work experience in related field after Master's degree.</li> <li>• Institutional Development Expert<br/>S/he must have master's Degree in Management/ Economics/ Public Administration with at least 5 years of work experience in related field after Master's degree.</li> <li>• Civil Engineer<br/>(Bachelor Degree in Civil Engineering with at least 3 years of relevant working experience after bachelor degree. Master's degree preferable.)</li> </ul> <p><b>4. Transfer of Knowledge</b></p> <p style="text-align: right;"><b>5 Marks</b></p> <p style="text-align: right;"><b>Total</b></p> <p style="text-align: right;"><b>100 Marks</b></p> <p><b>The minimum technical score required to pass: 60 %</b></p> |
| 5.8  | The fixed Budget Ceiling for the assignment is : <i>N/A</i>   |
| 5.10 | <p>The formula for determining the financial scores is the following:<br/> <i>[Either <math>S_f = 100 \times F_m/F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration, or another proportional linear formula]</i></p> <p>The weights given to the technical and Financial Proposals are:<br/> T (Technical Proposal) = -----0.8<br/> P (Financial Proposal) = ----- 0.2</p>   |
| 6.1  | The address for negotiations is: <b><i>Vyas Municipality, Office of Municipal Execetive<br/>Damauli, Tanahun, Gandaki Proviencie, Nepal.</i></b>  |
| 7.6  | The assignment is expected to commence on <b>As per Notice</b>  |



### **Section 3. Technical Proposal - Standard Forms**

- 3A. Technical Proposal submission form
- 3B. Consultant's references
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client
- 3D. Description of the methodology and work plan for performing the assignment
- 3E. Team composition and task assignments
- 3F. Format of curriculum vitae (CV) for proposed professional staff
- 3G. Time schedule for professional personnel
- 3H. Activity (work) schedule

**3A. TECHNICAL PROPOSAL SUBMISSION FORM**

Date: .....

To  
Vyas Municipality  
Office of Municipal Executive  
Damauli, Tanahun, Gandaki Province, Nepal.

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for ....., in accordance with your Request for Proposal dated [.....] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

.....

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

**3B. CONSULTANT'S REFERENCES****Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications,**

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<br>(Month/Year):  | Completion Date<br>(Month/Year)<br>: | Approx. Value of Services NPR   |  |
| Name of Associated Consultants, If Any:  |                                      | No. of Months of Professional Staff Provided by Associated Consultants: |  |
| Name of Senior Staff, 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:   |                                      |   |  |
| Time extension for completion of project   | Yes                                  | No  |  |
| If yes, give Schedule of time extension  |                                      |   |  |
| Liquidated Damage*   | Yes                                  | No  |  |

Consultant's Name: \_\_\_\_\_

**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**  
**3E. TEAM COMPOSITION AND TASK ASSIGNMENTS**

| <b>1. Technical/Managerial Staff</b> |          |      |
|--------------------------------------|----------|------|
| Name                                 | Position | Task |
|                                      |          |      |
|                                      |          |      |
|                                      |          |      |
|                                      |          |      |
|                                      |          |      |

| <b>2. Support Staff</b> |          |      |
|-------------------------|----------|------|
| Name                    | Position | Task |
|                         |          |      |
|                         |          |      |
|                         |          |      |
|                         |          |      |

---

**3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Consultant/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

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**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page]*

---

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

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**Languages:**

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

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member and authorized representative of the consultant]*Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

|      |          |                        | Months (in the Form of a Bar Chart) |   |   |                 |
|------|----------|------------------------|-------------------------------------|---|---|-----------------|
| Name | Position | Reports Due/Activities | 1                                   | 2 | 3 | Number of Weeks |
|      |          |                        |                                     |   |   | Subtotal (1)    |
|      |          |                        |                                     |   |   | Subtotal (2)    |
|      |          |                        |                                     |   |   | Subtotal (3)    |
|      |          |                        |                                     |   |   | Subtotal (4)    |

Full-time:  
Activities Duration:

Part-time:

Reports Due:  
Signature: (Authorized representative)

Full Name:

Title:

Address:



**3H. ACTIVITY (WORK) SCHEDULE**

A. Activity Work Schedule

|                 | <i>[1st, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> etc. are Months from the start of assignment.]</i> |                 |                 |                 |                 |                 |
|-----------------|--|-----------------|-----------------|-----------------|-----------------|-----------------|
|                 | 1 <sup>st</sup>  | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> | 5 <sup>th</sup> | 6 <sup>th</sup> |
| Activity (Work) |  |                 |                 |                 |                 |                 |
| _____           |  |                 |                 |                 |                 |                 |
| _____           |  |                 |                 |                 |                 |                 |
| _____           |  |                 |                 |                 |                 |                 |
| _____           |  |                 |                 |                 |                 |                 |

**B. Completion and Submission of Reports**

| Reports             | Date |
|---------------------|------|
| 1. Inception Report |      |
| 2. Interim Report   |      |
| 3. Draft Report     |      |
| 4. Final Report     |      |

## **Section 4. Financial Proposal - Standard Forms**

- 4A. Financial Proposal submission form
- 4B. Summary of costs
- 4C. Breakdown of price per activity
- 4D. Breakdown of remuneration per activity
- 4E. Reimbursable per activity
- 4F. Miscellaneous expenses

**4A. FINANCIAL PROPOSAL SUBMISSION FORM**

Date.....

To  
 Vyas Municipality Office  
 Damauli, Vyas, Nepal.

We, the undersigned, offer to provide the consulting services ..... In accordance with your Request for Proposal dated [.....] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of ..... [*Amount in words and figures*]. This amount is inclusive of the local taxes except Value Added Tax (VAT), which we have estimated at ..... [*Amount(s) in words and figures*].

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., [Date].

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

We remain,

Yours sincerely,

.....

Authorized Signature:  
 Name and Title of Signatory:  
 Name of Consultant:  
 Address:

**4B. SUMMARY OF COSTS**

| Costs                              | Amount(s) |
|------------------------------------|-----------|
| Subtotal                           |           |
| Total without VAT                  |           |
| Value Added Tax                    | _____     |
| Total Amount of Financial Proposal |           |

**4C. BREAKDOWN OF PRICE PER ACTIVITY<sup>1</sup>**

|                        |                    |
|------------------------|--------------------|
| Activity No.: _____    | Description: _____ |
| Price Component        | Amount(s)          |
| Remuneration           |                    |
| Reimbursable           |                    |
| Miscellaneous Expenses |                    |
| <b>Subtotal</b>        | _____              |

<sup>1</sup> The client may choose to request Forms 4C, 4D, 4E and 4F for the entire assignment, as opposed to each Activity No. as shown. Forms should only be requested for each Activity No. if such detail is essential to the evaluation, bearing in mind it will introduce a substantial level of detail for the client to analyze.

**4D. BREAKDOWN OF REMUNERATION PER ACTIVITY**

| Activity No. _____ |          | Name: _____ |                         |        |
|--------------------|----------|-------------|-------------------------|--------|
| Names              | Position | Input       | Remuneration Rate (Rs.) | Amount |
| Regular staff      |          |             |                         |        |
| Local staff        |          |             |                         |        |
| Consultants        |          |             |                         |        |
| Grand Total        |          |             |                         |        |

**4E. REIMBURSABLE PER ACTIVITY**

Activity

Name: \_\_\_\_\_

No: \_\_\_\_\_

| No. | Description                             | Unit | Quantity | Unit Price In Rs. | Total Amount In Rs. |
|-----|---|------|----------|-------------------|---------------------|
| 1   | Air flights<br>_____                    | Trip |          |                   |                     |
| 2   | Miscellaneous travel expenses           | Trip |          |                   |                     |
| 3   | Subsistence allowance                   | Day  |          |                   |                     |
| 4   | Local transportation costs <sup>2</sup> |      |          |                   |                     |

<sup>2</sup> Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Client.

---

|   |  |  |  |  |                |
|---|--|--|--|--|----------------|
| 5 | Office<br>rent/accommodatio<br>n/<br>clerical assistance |  |  |  |                |
| 6 | Grand Total  |  |  |  | _____<br>_____ |

**4F. MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_

Activity  
\_\_\_\_\_Name:  
\_\_\_\_\_

| N<br>o<br>. | Description   | U<br>n<br>i<br>t | Quan<br>tity | U<br>n<br>i<br>t<br>R<br>a<br>t<br>e | Total<br>Amo<br>unt |
|-------------|---|------------------|--------------|--------------------------------------|---------------------|
| 1           | Communication cost<br>between<br>_____<br>____ and<br>_____<br>(telephone, telegram,<br>telex, email) |                  |              |                                      |                     |
| 2           | Drafting, reproduction<br>of reports  |                  |              |                                      |                     |
| 3           | Equipment: vehicles,<br>computers, etc.   |                  |              |                                      |                     |
| 4           | Software  |                  |              |                                      |                     |
|             | Grand Total   |                  |              |                                      |                     |

## **Section 5. Terms of Reference**

### **Terms of Reference for the Feasibility Study Report Preparation of Land Pooling Project at Vyas Municipality, Ward No. 11, Ranigaun**

#### **1. INTRODUCTION**

Vyas Municipality is embarking upon extreme challenging endeavour, trying to manage the present as well as future growth of the urban areas of the municipality. Since past 3 decades, the government of Nepal, mainly through the Town Development Committees had been putting efforts for the implementation of the Land Development scheme in different areas of Nepal, through Land Pooling schemes with people's participation and cost recovery basis. In the recent changed context of governance through local, province and central government, the responsibility for the development of municipal and local areas has largely been divulged to the local government through municipalities. The recently drafted and promulgated LGOA has also identified as well as reiterated this fact.

The main concept of Land Pooling scheme lies in accumulating several odd or irregular sized non-serviced parcels of land and to plan each and every plot so that they are well serviced with provision of roads, drainage, open space and other necessary infrastructure facilities. The total cost for development is converted into equivalent area of developed land and deducted equivalently from each parcel of land. The ratio of land to be contributed is decided by the landowners and people's representatives depending upon the quality of infrastructure facilities provided and land use change (Road, Open Space etc.) after the implementation of project.

Generally, in land pooling scheme, the total cost of the project is financed by landowners without any external subsidy. Thus, the project can be well organized independently without any external obstacle.

Land Pooling scheme is a very good example of government – private community partnership in urban development. Land Pooling scheme is to be conducted as per Town Development Act 2045, which has clearly described various steps to be followed. The Team is advised to go through this act and put forward suggestions if any in the final report.

This study is also one of the continuations of that scheme. The present study is to prepare Feasibility Study Report Preparation of Land Pooling Project at Vyas Municipality, Ward No. 11, Ranigaun.

#### **2. OBJECTIVE OF THE PRESENT STUDY**

The main objective of the present study is to understand whether the proposed land-pooling site is feasible or not. Similarly, following objectivities are also pursued:

- a) Build through project background that essentially identifies the project.
- b) Design the project that also facilitates to seek the financial resource externally or internally.
- c) Preparation of concept plan of land pooling.
- d) Prepare block plan of prioritized area.
- e) To prepare preliminary cost estimate of the development works to be done in the project area.

#### **3. STUDY AREA**

Ranigaun is a settlement that lies in the ward no. 11 of Vyas Municipality, Tanahun district. The project area composes of about 700 Ropanis (approx. 356,116 sq. m) of land. There some small settlements within the study



area, and the area is in close proximity of the Prithivi Highway. The proposed study area is largely in agricultural use.



#### 4. SCOPE OF WORK

A thorough analytical approach should be adopted in order to assess the feasibility of the project.

- 4.1. The Team must thoroughly review existing reports on land development projects such as land pooling apart from the sufficient background knowledge of the practices, rules and act of the land management and tenure system of the country.
- 4.2. Finalize the land pooling project area boundary in consultation with Vyas Municipality/TDC /land owners.
- 4.3. Enlist roads, drainage, existing residential, educational and other institutions, social infrastructures (hospitals, training institutions, NGOS etc) and other infrastructures of project area in the cadastral map.
- 4.4. Conduct Detailed Topographic Survey of the Land Pooling project area by taking details of all the natural and man-made features within the study area.
- 4.5. The consultant should prepare three alternative block plans and held interaction with residents and landowners of the project area so as to include the views of the wider sections of the community to select best one of them.
- 4.6. Concept plan should be prepared considering topography of the site, existing infrastructures i.e. road, building etc and also the prevailing norms and standard for the preparation of concept plan. The concept plan should comply with the prevailing act, "BASTI BIKASH, SAHARI YOJANA TATHA VAWAN NIRMAAN SAMBANDHI AADHARVUT NIRMAAN MAPDANDA,2074." and the Building and Planning Byelaws drafted by Vyas Municipality
- 4.7. The concept plan should include three alternatives of block plans.
- 4.8. Prepare preliminary cost estimate of the development works.

4.9. Prepare the frame work for the land management of the project consisting of re- adjustment policy and average contribution ratio.

#### 4.10. Financial analysis

The financial analysis of the project is required to cover the following areas:

- a) The study should clearly identify and recommend the different possibilities to generate the resources in order to finance the project. The various options such as grants, financing debt from various public-private financial institutions and private investment needs to be evaluated. The partial financing through the contribution of local beneficiaries, the government and also from the sectoral agencies have to be thoroughly evaluated.
- b) Cost benefit analysis of the project should be done.

### 5. METHODOLOGY

Land pooling will be implemented in the area where feasibility study is favourable. Feasibility report should be prepared with close co-ordination and consultation with the Vyas Municipality. Feasibility study will be done in two stages as follows:

#### 5.1. Data Collection

The study will rely on both primary and secondary data. Primary data especially related to infrastructure like road network, drainage, water supply, electricity and telecommunication as well as social infrastructure / educational / financial / institutional / health related institutions and Land use pattern, land values and environment problems shall be collected through site observation and interview with the locals. Necessary questionnaire shall be developed for the interviews. The potentials vis-à-vis problems and development issues of study area must be thoroughly identified by the way of field observation, and extensive interaction rural municipalities.

#### 5.2. Preliminary Checking

Preliminary checking will consider area with following characteristics as feasible:

- Area where urban expansion is taking place.
- Area designated by physical development plan for settlement extension.
- Area where land transactions, and sub-divisions are high.
- Area that could not develop due to the lack of physical infrastructures especially roads and drains.
- Area where landowners and tenants can be easily identified.
- Area where people are willing to participate in infrastructure development work.

#### 5.3. Detailed Topographic Survey

Detail Topographic survey including its boundary, topography, location survey, land use data collection, photographs collection and study of environment sensitive area and other relevant features shall be done. Further, it also includes- socioeconomic and physical inventory survey of land holdings, existing roads and infrastructures viz. drainage, watersupply pipe line, electrical high-tension line and educational institutions.

If found feasible in the preliminary checking, full feasibility study will be conducted as follows:

#### 5.4. Feasibility Study

- a) First, collect the cadastral maps, find the areas of private land and public land.
- b) Draw the preliminary system of physical infrastructure.
- c) Enlist roads, drainage, open spaces, educational institutions, social infrastructures, hospitals, training institutions, NGO and other available infrastructure in the project area.
- d) Determine the areas of private land and public land.

- e) Prepare an inventory of existing infrastructures like road, drainage, open spaces, educational institutions, social infrastructures, hospitals, training institutions, NGO etc in the cadastral map.
- f) Preparation of conceptual plan of land pooling scheme with land use calculation.
- g) Draw the preliminary system of physical infrastructure.
- h) Determine the land needed for roads, drains, and open spaces on the basis of preliminary concept plan of physical infrastructure at least three alternatives and select best one of them on the basis of discussion with stakeholders.
- i) Normally 15-25% of land is needed for roads and 5% is for open spaces.
- j) Prepare preliminary cost estimate for the construction of roads, drains and open spaces based on concept plan.
- k) Estimate approximate cost of management.
- l) Add construction cost and management cost to arrive at the total project cost.
- m) Estimate the developed plot price analysing the price of land similar to the developed plot.
- n) Estimate the developed plot required for financing total project cost.
- o) Determine the land contribution required for the construction of infrastructure deducting the existing public utility land from the total land.
- p) Determine the percentage of the land owners get back.
- q) Find the prevailing unit rate of land.
- r) Post project price.
- s) Compare the unit rate of land at pre-project cost and post project cost.
- t) Project is feasible, if the unit cost of land to be returned is higher than the unit cost of present land.

Above mentioned methodology is a commonly used methodology for the feasibility study of the land pooling scheme, which focus specially in financial aspect. Besides the above-mentioned aspect to understand whether the proposed land-pooling scheme is feasible or not technical (topographical), social, legal and environmental aspect shall be also considered.

## 6. COMPOSITION OF CONSULTING TEAM

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

| S.N. | Position                  | No. of person required | Duration in month | Qualification   |
|------|---------------------------|------------------------|-------------------|---|
| 1    | Team Leader/Urban Planner | 1                      | 3                 | At least Mater Degree in urban Planning/City Planning / Regional Planning/ Land use Planning/ Infrastructure Planning/ <b>Architecture/ Civil Engineering</b> with 5 years working experience after Master's degree in the fields of Periodic Plan/ Physical Development plan/ Land Pooling/ Regional Development Plan. |
| 2    | Civil Engineer            | 1                      | 3                 | At least Bachelor's degree in Civil Engineering with 3 years' work experience in related field.   |
| 3    | Architect                 | 1                      | 2                 | At least Bachelor's degree in Architecture with 3 years' work experience in related field.  |
| 4    | Surveyor                  | 1                      | 2                 | At least Bachelor's degree in Civil Engineering with 2 years' experience or Diploma in surveying engineering and at least 3 years' experience in related field.   |
| 5    | Computer Operator         | 1                      | 3                 | At least Intermediate, plus two or A -Level in any  |

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|  |  |  |  |   |
|--|--|--|--|---|
|  |  |  |  | field and at least 1 years' experience. |
|--|--|--|--|---|

## 7. WORK SCHEDULE

The total work period shall be of **3.5 months** after the issuance of the work order; the detailed work schedule in Bar-diagram is included in this TOR. Broadly, at the end of first three weeks, study area, literature review, work out the methodology, work schedule and questionnaire required for the study and submit the first Inception report. By the end of one and a half month, the consultant is expected to collect all necessary data by using primary surveys and meeting conducted with the stakeholders in the field and to complete analysis from the all collected data and prepare a draft feasibility study report. The consultant shall also complete the proposed alternatives of schematic block lay out plans and do a financial analysis of the land pooling project and submit the draft final report. After that, the consultant is mainly expected to seek feedbacks on the draft final report from the concerned authority and submit the final report by the end of 3.5 month.

| S. N. | Activities  | Month 1 |   |   |   | Month 2 |   |   |   | Month 3 |   |   |   | Month 4 |   |   |   |  |
|-------|---|---------|---|---|---|---------|---|---|---|---------|---|---|---|---------|---|---|---|--|
|       |   | 1       | 2 | 3 | 4 | 5       | 6 | 7 | 8 | 5       | 6 | 7 | 8 | 5       | 6 | 7 | 8 |  |
| 1     | Collection of secondary sources, literature review, Preparation of methodology, work schedule and questionnaire and Preparation of <b>Inception report</b> and submission |         |   |   |   |         |   |   |   |         |   |   |   |         |   |   |   |  |
| 2     | Field visits, primaryData Collection, meetings at the field and meeting with local institutions. Preparation of Project Area Profile                                      |         |   |   |   |         |   |   |   |         |   |   |   |         |   |   |   |  |
| 3     | Detailed Topographic Survey and Preparation of Topographic Map  |         |   |   |   |         |   |   |   |         |   |   |   |         |   |   |   |  |
| 3     | Preparation of Conceptual Block Plans and Contribution calculations   |         |   |   |   |         |   |   |   |         |   |   |   |         |   |   |   |  |
| 4     | Finalize Land Contribution Policy with Stakeholders and Municipality  |         |   |   |   |         |   |   |   |         |   |   |   |         |   |   |   |  |
| 5     | Preparation of Project Cost Estimate  |         |   |   |   |         |   |   |   |         |   |   |   |         |   |   |   |  |
| 6     | Preparation of <b>Draft-final Report</b> and Submission and Presentation  |         |   |   |   |         |   |   |   |         |   |   |   |         |   |   |   |  |
| 7     | Preparation of <b>Final report</b> incorporating the feedbacks on Draft-final report and submission   |         |   |   |   |         |   |   |   |         |   |   |   |         |   |   |   |  |

## 8. FORMAT AND SUBMISSION OF STUDY REPORT

Following reports in quantities as mentioned below within 2 months should be submitted as follows:

### Inception Report

2 copies of Inception Report should be submitted within 3 weeks' time. Such initial inception report will be only a sketch of the final report in the making. This would reveal not only the proper understanding of the study team about the plan and the proposed study, but also provide the opportunities to the study team to crystallize its future course of actions. In pursuance to enhance greater knowledge base and receive expert views on the different activities of the proposed study, the study team should hold interactions with experts as well as key representatives of local authorities and sectoral agencies.

### Draft Report

The consultant should submit Draft report within 3 months from the date of agreement incorporating all due suggestions received. The Draft report should be submitted 2 copies including necessary drawings/maps in A3 size computer printout. All relevant data, figures, drawings, questionnaires, interviews, and other necessary information will be duly included in the report.

### Final Report

The consultant should submit Final report within the end of 3.5 month from the date of agreement incorporating all due suggestions received. The Final report should be submitted 3 copies including necessary drawings/maps in A3 size computer printout. All comments on draft report should be incorporated in final report with relevant data, figures, drawings, questionnaires, interviews, and other necessary information should be duly included in the report.

Along with the final report digital copies of report, maps/drawings and other relevant documents should be submitted.

## 9. MODE OF PAYMENT

The payments shall be made in three instalments. Each instalment shall be paid only when the required report is submitted. In each report, the contents, formats and copies to be submitted should be strictly as discussed above. The details of time period, payment percentage of bid amount, the report to be submitted are shown in the following table.

| No. of Instalment | Time period                         | Payment % of total bid amount | Report to be submitted |
|-------------------|-------------------------------------|-------------------------------|------------------------|
| First             | After Signing the Contract Document | 20 %                          | Mobilization           |
| Second            | Within Three weeks                  | 30%                           | Inception report       |
| Third             | Within 3months                      | 30%                           | Draft-final report     |
| Final             | Within end of 3.5 Month             | 20%                           | Final report           |

## Section 5. Conditions of Contract

### I. Standard Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the ..... day of the month of ....., .....between, on the one hand, **Vyas Municipality Office** (hereinafter called the "Client") and, on the other hand, .....(hereinafter called the "Consultants").

#### WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have 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 credit or grant*] from the Donor Agency (hereinafter called the "Donor") towards the cost of the Services and intends to apply a portion of the proceeds of this loan [*credit or grant*] to eligible payments under this Contract, it being understood (i) that payments by the Donor will be made only at the request of the Client and upon approval by the Donor, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [*or credit or grant*], and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan [*or credit or grant*] or have any claim to the loan [*or credit or grant*] proceeds;

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) The following Appendices:
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirement
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Duties of the Client
    - Appendix E: Cost Estimates in Local Currency
    - Appendix F: Form of Guarantee for Advance Payments
    - Appendix G: Minutes of Negotiations Meetings
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultants 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.

\_\_\_\_\_  
**Mr** .....  
.....  
Designation: .....

\_\_\_\_\_  
*Mr*.....  
Designation: .....

For and on behalf of

*Witness:*

\_\_\_\_\_  
*Mr* .....  
Designation:

\_\_\_\_\_  
Mr .....

For  
For and on behalf of



## **II. General Conditions of Contract**

### **1. General Provisions**

#### **1.1 Definitions**

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

“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;

“Government” means Government of Nepal.

“Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

“Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause, GCC 2.1;

“GCC” means these General Conditions of Contract;

“Donor” means the organization offering loan, credit or grant to GoN

“Local Currency” means the currency of the Government;

“Member,” in case the Consultants consist of a joint venture of more than one entity, means any of these entities; and “Members” means all these entities;

“Party” means the Client or the Consultants, as the case may be, and “Parties” means both of them;

“Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “Foreign Personnel” means such persons who at the time of being so hired had their domicile outside Nepal; “Local Personnel” means such persons who at the time of being so hired had their domicile inside Nepal; and “Key Personnel” means the Personnel referred to in Clause GCC 4.2(a);

“SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

“Services” means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;

“Sub consultant” means any person or entity to whom/which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 3.7;

“Third Party” means any person or entity other than the Government, the Client, the Consultants or a Sub consultant.

#### **1.2 Relation between the Parties**

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

### **1.3 Law Governing Contract**

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

### **1.4 Language**

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.

### **1.5 Headings**

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

### **1.6 Notices,**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 by registered mail, telex, telegram or facsimile to such Party at the address specified in the SCC.

1.6.2 Notice will be deemed to be effective as specified in the SCC.

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC 1.6.2.

### **1.7 Location**

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 Nepal or elsewhere, as the Client may approve.

### **1.8 Authority of Member in Charge**

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising the entire Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

### **1.9 Authorized Representatives**

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 Consultants may be taken or executed by the officials specified in the SCC.

### **1.10 Taxes and Duties**

Unless otherwise specified in the SCC, the Consultants, Sub consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

## **2. Commencement, Completion, Modification and Termination of Contract**

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 2.2 Termination of Contract for Failure to Become Effective** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be 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.
- 2.3 Commencement of Services** The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.9 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the SCC.
- 2.5 Variation** Variation of the terms and conditions of this Contract, including any 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 variation made by the other Party.
- 2.6 Force Measure**
- 2.6.1 Definition** For the purposes of this Contract, “Force Measures” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and 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 (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Measure to prevent), confiscation or any other action by government agencies. Force Measures shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take

into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Measures shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.6.2 No Breach of Contract**

The failure of a Party to fulfil 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 Measures, 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.

**2.6.3 Measures to be Taken**

A Party affected by an event of Force Measures shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. A Party affected by an event of Force Measures shall notify the other Party of such event as soon as possible, and in any event not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Measures.

**2.6.4 Extension of Time (EoT)**

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 Measures or Client's failure to provide facilities in time as per the contract. 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 Measures or not.

**2.6.5 Consultation**

Not later than thirty (30) days after the Consultants, as the result of an event of Force Measures, have become unable to perform a material portion of the Services, the Parties shall consult with each

other with a view to agreeing on appropriate measures to be taken in the circumstances.

## **2.7Suspension**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## **2.8Termination**

### **2.8.1By the Client**

The Client may, by not less than thirty (30) days' written notice of termination to the Consultants. (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GCC 2.8.1, terminate this Contract:

if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

if the Consultants become (or, if the Consultants consist of more than one entity, if any of their 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;

if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof;

if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

if, as the result of Force Measures, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. if the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering,

giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

**2.8.2 By  
the  
Consultants**

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.8.2, terminate this Contract: if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; 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 Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach, if as the result of Force Measures, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

**2.8.3 Cessatio  
n of Rights  
and  
Obligations**

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 2.4 hereof, 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 3.3 hereof, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

**2.8.4  
Cess  
ation of  
Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2 hereof, the Consultants 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 Consultants and equipment and

materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 3.9 or GCC 3.10 hereof.

**2.8.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GCC 2.8.1 or GCC 2.9.2 hereof, the Client shall make the following payments to the Consultants: remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination; reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 2.8.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Personnel and their eligible dependents.

**2.8.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.8.1 or in Clause GCC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, shall settle the dispute pursuant to Clause GCC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

**3. Obligations of the Consultants**

**3.1 General**

**3.1.1 Standard of Performance**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or Third Parties.

**3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel of the Consultants and any Sub consultants, comply with the Applicable Law. The Client shall notify the Consultants in writing of relevant local customs, and the Consultants shall, after such notification, respect such customs.

**3.1.3 Application of**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services,

|   |  |
|---|--|
| <b>Procurement Law</b>  | the Consultants shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN (or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.  |
| <b>3.2 Conflict of Interests</b>  |  |
| <b>3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.</b>   | The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration. |
| <b>3.2.2 Consultants and Affiliates Not to Engage in Certain Activities</b> | The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.  |
| <b>3.2.3 Prohibition of Conflicting Activities</b>                          | The Consultants shall not engage, and shall cause their Personnel as well as their Sub consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities: during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and after the termination of this Contract, such other activities as may be specified in the SCC.   |
| <b>3.3 Confidentiality</b>  | The Consultants, their Sub consultants, and the Personnel of either of them shall not, either during the term of within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.  |
| <b>3.4 Liability of the Consultants</b>                                     | Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.   |



**3. Insurance to be taken out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**3.6 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof (including such bases as may be specifically referred to in the SCC), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client and, where applicable .

**3. Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following action, appointing such members of the Personnel as are listed in Appendix C merely by title but not by name; entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract; any other action that may be specified in the SCC.

**3.8 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

**3.9 Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**3.10 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

**4.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub consultants as are required to carry out the Services.

**4.2 Description of Personnel**

The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.

If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed in writing, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 6.1(b) of this Contract.

**4.3 Approval of Personnel**

The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such

biographical data .

**4.4 Removal  
and/or  
Replacement of  
Personnel**

Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**5 Obligations of the Client**

**5.1 Access to Site**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all sites in Nepal in respect of which access is required for the performance of the Services.

**5. Change in the  
Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 6.1(b).

**5. Services,  
Facilities and  
Property of the  
Client**

The Client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to

the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereinafter.

#### **5.4 Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GCC 6 of this Contract.

#### **6. Cost Estimates; Ceiling Amount**

An estimate of the cost of the Services payable in local currency is set forth in Appendix E. Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings. Notwithstanding Clause GCC 6.1(b) hereof, if pursuant to any of the Clauses GCC 5.3 or 5.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

#### **6.2 Remuneration and Reimbursable Expenditures**

Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth, in the SCC. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SCC 6.3.

#### **6.3 Currency of Payment**

All payments to the Consultant for the performance of the services shall be made in the currency of the GoN.

#### **6.4 Mode of Billing and Payment**

Billings and payments in respect of the Services shall be made as follows: The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to

the Client in an amount specified in the SCC, such bank guarantee (i) to remain effective additional one month after the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services or on completion of the task on which the payment is based, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 6.3 and 6.4 for such month or completed task. The invoice format shall be as agreed between the client and the consultants. The Client shall cause the payment of the Consultants' monthly statements less retention money 5% within *thirty (30)* days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorised to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory *forty-five (45)* calendar days after receipt of the final report and final statement by the Client unless the Client, within such *forty-five (45)* day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within *ninety (90) calendar days* after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- d. All payments under this Contract shall be made to the account of

the Consultant specified in the SCC.

## **6.5 Retention**

1. The Client shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.
2. One half of the retention shall be repaid by the Client to the consultant at the time of the payment of the Final Bill pursuant to GCC Clause 6.4 (d)
3. The remainder of the retention shall be paid by the Client to the consultant within 15 days after submission of an evidence document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

## **6.6 Liquidated Damages**

The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion services are later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

## **7. Fairness and Good Faith**

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 8 hereof.

## **8. Settlement of Disputes**

### **8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **8.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred to the Adjudicator by either Party within 15

days after the amicable settlement period of 30 days.

#### **8.4.Procedures for Disputes**

- a.If a dispute is referred to the Adjudicator pursuant to GCC Clause 8,2 then the Adjudicator shall give a decision in writing within 30 days of receipt of a reference of the dispute.
- b.The Adjudicator shall be paid by the hour at the rate specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Client and the Consultant, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 30 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 30 days, the Adjudicator's decision will be final and binding.
- c.In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by Nepal Council of Arbitration.

#### **9. Remedies for Breach of Contract**

Without prejudice to any other right of the Client under this Contract, the remedies available to the Client in the event of breach of the Contract by the Consultant are as follows:

- a. rejection of defective performance,
- b. prompt replacement and correction of defective services,
- c. application of liquidated damages for delay as per the provision of the Contract,
- d. termination of the contract and correction of the services, not performed as per the requirement of the contract, at the expense of the consultant,

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

#### **10. Conduct of Consultants**

10.2 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 :

- give or propose improper inducement directly or indirectly,
- distortion or misrepresentation of facts
- engaging or being involved in corrupt or fraudulent practice
- Interference in participation of other prospective bidders.
- Coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceeding 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. 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.

## **11.Blacklisting Consultant**

- 11.1 Without prejudice to any other right of the Client under this Contract, 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 without prejudice to any other rights of the Client under rights under this Contract:
- g) if it is proved that the bidder committed acts pursuant to the Information to Consultants GCC 10.2,
  - h) if the consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,
  - i) 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 work is not of the specified quality as per the contract ,
  - j) if convicted by a court of law in a criminal offence which disqualifies the bidder from participating in the contract.
- 11.2 A Consultant declared blacklisted and ineligible by the Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the PPMO and or the concerned donor agency.



### III. Special Conditions of Contract

#### Number of GCC, Amendments Of, and Supplements To, Clauses in the General

#### Clause 3 Conditions of Contract

##### 1.6.1 The addresses are:

**Client: Vyas Municipality, Office of Municipal Executive  
Damauli, Tanahun, Gandaki Province, Nepal.**

Facsimile: 065560233

E-mail: vyasmunicipality@gmail.com

#### **Consultants:**

Address:

Telex:

E-mail:

##### 1.6.2 Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery of registered mail, on delivery;
- (b) In the case of facsimiles, *[written hours]* (*[numerical hours]*)  
Hours following confirmed transmission.

##### 1.9 The Authorized Representatives are:

For the Client: .....

For the Consultants: .....

2.2 The time period shall be up to ..... or such other time  
Period as the parties may agree in writing.

#### 3.4 Limitation of the Consultants' Liability towards the Client

(a) Except in case of gross negligence or will full misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

(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.

(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services."

**6.1(b)** The ceiling in local currency is: ..... (Without VAT)

**6.5 a)** Retention: 5 % of the invoice amount

**6.6** Liquidated Damages: at the rate of 0.05 % of contract price per day to a maximum of 10% of the sum stated in the Agreement

**6.7** Payment shall be done as per TOR

### **8.3 Appointment of the Adjudicator**

Appointing Authority: ***Nepal arbitration Council, NEPCA***

**8.4 (c)** Disputes shall be settled by arbitration in accordance with the following provisions:

#### **1. Selection of Arbitrators.**

A, Contract Based on National Proposals or Contract based on International Proposals with GoN funding each dispute submitted by a Party to arbitration shall be heard by an arbitration panel composed of three arbitrators. The Client and the Consultants shall each appoint one 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 arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by ***Nepal Arbitration Council (NEPCA) and the*** arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of ***NEPCA***.

**C. Substitute Arbitrators.**

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

**D. Miscellaneous.** In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in **Damauli**;
- (b) The **Nepali** language shall be the official language for all purposes.
- (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.