REQUEST FOR PROPOSAL (RFP) DOCUMENT

Procurement of Consulting Services:

Preparation of Integrated Urban Development Plan (IUDP) of Dharan Sub-Metropolitan City

Lump-sum Assignments

Quality- and Cost-Based Selection (QCBS),

[For Assignments of value between

0.15 Million to 30.00 Million]

Issued by:

Dharan Sub-Metropolitan City Office

Chataraline, Dharan-12, Sunsari

F e b r u a r y 2017

REQUEST FOR PROPOSALS (RFP)

RFP No. : Job No. Consultancy/ 2073/074 - 01

Title of Consulting Services:	*Preparation of Integrated Urban Development Plan (IUDP) of Dharan Sub-Metropolitan City*
Project Name:	*Preparation of Integrated Urban Development Plan (IUDP) of Dharan Sub-Metropolitan City*
Office Name:	Dharan Sub-Metropolitan City Office
Office Address:	Chataraline, Dharan-12, Sunsari, Nepal
Source of Funding:	Government of Nepal
Budget Head:	3658193

February, 2017

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Section 1: Letter of Invitation

Date: 2073/10/23

To,

M/s **ECoCODE/ DIGICON Jv.**, Jwagal, Lalitpur-10, Kupondole
NEST (P) Ltd., Picasso Consultant (P) Ltd./ Nepal Architects Consult (P) Ltd. Jv., Sankhamul, Kathmandu
North Star Engineering Consultant (P) Ltd./ Raj Engineering Consultant (P) Ltd. Jv., Bakhundole, Lalitpur
RIMC (P) Ltd./ Abhiyantra Consulting (P) Ltd./ Archetype Design Consult (P) Ltd. Jv.,
Shrestha Consultant (P) Ltd./ Scholar Nepal (P) Ltd./ Advance Engineering Design Consultant (P) Ltd. Jv., Ekantakuna, Lalitpur
Innovative Solution (P) Ltd., Chakupat, Lalitpur

Attention: Mr./Ms: Dear Sir,

Re: ***Request for Proposal for the Consulting Services for Preparation of Integrated Urban Development Plan (IUDP) of Dharan Sub-Metropolitan City***

1. Government of Nepal (GON) has allocated a fund towards the cost of Preparation of Integrated Urban Development Plan (IUDP) of Dharan SMC and intends to apply a portion of this fund to eligible payments under this Contract.
2. Dharan Sub-Metropolitan City Office now invites proposals to provide consulting Services for Preparation of Integrated Urban Development Plan (IUDP) of Dharan Sub-Metropolitan City.
   Details of the services are provided in the Terms of Reference (TOR).
3. The Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:
   (i) ECoCODE/ DIGICON Jv., Jwagal, Lalitpur-10, Kupondole
   (ii) NEST (P) Ltd., Picasso Consultant (P) Ltd./ Nepal Architects Consult (P) Ltd. Jv., Sankhamul, Kathmandu
   (iii) North Star Engineering Consultant (P) Ltd./ Raj Engineering Consultant (P) Ltd. Jv., Bakhundole, Lalitpur
   (iv) RIMC (P) Ltd./ Abhiyantra Consulting (P) Ltd./ Archetype Design Consult (P) Ltd. Jv.,
   (v) Shrestha Consultant (P) Ltd./ Scholar Nepal (P) Ltd./ Advance Engineering Design Consultant (P) Ltd. Jv., Ekantakuna, Lalitpur
   (vi) Innovative Solution (P) Ltd., Chakupat, Lalitpur
4. A Consultant will be selected under Quality and Cost Based Selection (**QCBS**) and procedures described in this RFP.
5. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Information to Consultants
   Section 3 - Technical Proposal - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
   Section 6 - Standard Forms of Contract.
6. In case of a joint venture (JV), the Consultant should submit the joint venture agreement. The Consultant must submit the power of attorney to sign and submit the proposals by designated authorized representatives of the firms in the JV. The composition and share structures of the JV shall be the same as proposed during the Expression of Interest (EOI).
7. Please inform us, upon receipt:
   (a)) that you received the letter of invitation; and
   (b) whether your firm/Joint venture will submit a proposal, or,
   (c) your firm/Joint venture will decline to submit a proposal.

Yours sincerely,

Bishnu Prasad Koirala
Executive Officer

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 first hand 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 (or Donor Agency) 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, which has been engaged by the Client to provide goods or works for a project, and any of their 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.

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. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.

ii. 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.

iii. 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.

iv. 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.

v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

vi. 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 authorised 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 initialled 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 x T% + Sf x 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 it's 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 it's 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 fulfill 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 carryout 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 consultnts 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.

Information to Consultants

DATA SHEET

Clause Reference

1.1	The name of the Client is: **Dharan Sub-Metropolitan City office** The method of selection is: **Quality and Cost Based Selection (QCBS)**
1.2	The name, objective and description of assignment are: Name: **Preparation of Integrated Urban Development Plan (IUDP) of Dharan SMC** Objective: **As Mentioned in the TOR** Description: **As Mentioned in the TOR**
1.3	A pre-proposal conference will be held: Yes____( ) No___(√) Date: **…… day from the first date of publication of notice for issuance of RFP Document** Time: ……. Venue: The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: Address: Telephone No. :
1.4	The Client will provide the following inputs: **Act, Rules, Regulations, Manuals, Guidelines, Data, Maps and information related to the plan preparation, if available any, at the cost of Consultant.**
1.10	The clauses on fraud and corruption in the Contract are: As per applicable law
2.1	Clarifications may be requested **within 7 days** before the submission date The address for requesting clarifications is: **Dharan Sub-Metropolitan City office, Chataraline, Dharan-12, Sunsari** Facsimile: **025-521991** Email: info@dharan.gov.np

3.1	Proposals should be submitted in the following language(s): **English**
3.3	(i) Short listed Consultants/entity may associate with other short listed Consultant (ii) The estimated number of professional required for the assignment is: **Nine (9)** (iii) Available Budget for Fixed Budget Assignment : **Not Applicable** (iv) The minimum required experience of proposed professional staff is: as mentioned in the Clause Reference 5.3 of this data sheet. (v) Reports that are part of the assignment must be written in the following language(s): **All the reports shall be in English**
3.4	(i) Training is a specific component of this assignment: No (ii) Additional information in the Technical Proposal includes: **As provided in the TOR**
3.9	Proposals must remain valid **90** days after the last submission date,
4.3	Consultants must submit an original and **two** additional copies of Technical Proposal and **one** copy of Financial Proposal
4.4	The proposal submission address: **Dharan Sub-Metropolitan City Office** **Chataraline, Dharan-12, Sunsari** Information on the outer envelope shall also include : **"Preparation of Integrated Urban Development Plan (IUDP) of Dharan Sub-Metropolitan City"**
4.5	Proposals must be submitted no later than 31 days from date of issuance of RFP before 12.00 noon (Nepal Standard Time – NST) (2073/11/24) The submitted proposals will be opened at 2.00 pm (NST) on last date of submission of the proposal in Dharan Sub-Metropolitan City Office. (2073/11/24)
5.1	The address to send information to the Client is: **Dharan Sub-Metropolitan City Office, Chataraline, Dharan-12, Sunsari**

5.3	**Evaluation Criteria for evaluating the Request for Proposals of "Preparation of Comprehensive/ Integrated Urban Devlopment Plan of Dharan Sub Metropolitan City"**		
	Marks allocated for evaluation of RFP documents:		
	S.N	**Descriptions**	**Marks**
	1	**Specific work experience of the firm in the last five years**	**10**
	2	**Adequacy of the proposed work plan and methodology in responding to the terms of Reference**	**40**
	3	**Competence of the key staff for assignment (specific experience of the key professionals in relevant field)**	**50**
	A	Urban Planner (Team Leader)	*12*
	B	Architect	*5*
	C	Civil Engineer	*6*
	D	Environmental Engineer/ Expert	*4*
	E	Geo-tech Engineer	*4*
	F	GIS Expert	*7*
	G	Economist/ Financial Analyst	*4*
	H	Sociologist/ Community Development Expert	*4*
	I	Institutional Development Expert	*4*
		Total Marks	**100**
		Minimum technical score required in aggregate to pass = 70 Marks	
	The fixed Budget Ceiling for the assignment is : **Not Applicable**		
5.10	The formula for determining the financial scores is the following: Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration The weights given to the Technical and Financial Proposals are: T (Technical Proposal) = **80 %** and P (Financial Proposal) = **20 %**		
6.1	The address for negotiations is: **Dharan Sub-Metropolitan City Office, Chataraline, Dharan-12, Sunsari**		
7.6	The assignment is expected to commence from **2073/12/7**		
Additional Information	• The information furnished by the Firm (s) in the RFP document should be realistic. If any discrepancies/faults are found, legal action may be taken as per prevailing rules and regulations. • The Consultant must put the signature of authorized representative and stamp of company **on each printed side of every page in both the** Technical and Financial Proposals. • In case of a joint venture, the Consultant should submit the joint venture agreement. The Consultant must submit the power of attorney to sign and submit the proposals by designated authorized representatives of the firms in the JV. The composition and share structures of the JV shall be the same as proposed during the EOI. **If otherwise, the proposal will not be evaluated**.		

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: 2073/ /

To:
The Executive Officer
Dharan Sub-Metropolitan City Office
Chataraline, Dharan-12, Sunsari

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for **Preparation of Integrated Urban Development Plan (IUDP) of Dharan Sub-Metropolitan City** in accordance with your Request for Proposal dated 23/10/2073 and our Proposal. We hereby submit 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, 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 five 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 (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services NRs
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:		

Consultant's Name:…….

Signature:……

Stamp:

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

1. Technical/Managerial Staff		
Name	**Position**	**Task**

2. Support Staff		
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.*

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.*

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.*

Please follow the detail evaluation criteria for requirement in specific experience.

Languages:

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

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 with inedible **blue ink**]* *Day/Month/Year*

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

		Months (In Form of Bar Chart)															
Name	Position	1	2	3	4	5	6	7	8	9	10	11	12		n	Number of Months	Number of Months in Field
																Subtotal (1) Subtotal (2) Subtotal (3) Subtotal (4) Subtotal (n)	

Full-time Input:_____ Part-time Input: _____

Signature: _____
(Authorized representative)
Full Name: _____
Title: _____
Address: _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

Activity (Work)															Remarks
	1	2	3	4	5	6	7	8	9	10	11	12		n	
_____ _____															
_____ _____															
_____ _____															
_____ _____															
_____ _____															
_____ _____															

B. Completion and Submission of Reports

S. No.	Reports	Date
1	Inception Report 5 set hard copies and 1 set soft copy	As per TOR
2	Field Report/ Draft Report for GIS based Base Map 5 set hard copies and 1 set soft copy	" "
3	Draft-final report 5 set hard copies and 1 set soft copy	" "
4	Coloured Final report5 set (Nepali) and 5 set (English) hard copies and 5 set each soft copy	" "

Note: Each Report at different phases shall bear the signature(s) of the key professionals stating their involvement in the job.

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: 2073/ /

To:
The Executive Officer
Dharan Sub-Metropolitan City Office
Chataraline, Dharan-12

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for Preparation of Integrated Urban Development Plan (IUDP) of Dharan Sub-Metropolitan City in accordance with your Request for Proposal dated / /2073 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [NRs. *Amount in words and figures*]. This amount is inclusive of the local taxes except Value Added Tax (VAT), which we have estimated at [NRs**. *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., / /2073.

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

S. N.	Items	Amount (NRs.)	
		In Figures	**In words**
1)			
2)			
3)			
4)			
Total cost exclusive of Value added Tax (VAT)			
VAT @ 13 %			
Total cost inclusive of VAT			

Name of the Consulting Firm:

Authorized Signature:

Seal of the Consulting Firm:

4C. BREAKDOWN OF PRICE PER ACTIVITY[1]

Activity No.:_____	Description:_____
Price Component	Amount(s)
Remuneration Reimbursables Miscellaneous Expenses Subtotal	_____

[1] *The client may choose to request Forms 4C, 4D, 4E an 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 analyse.*

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

4E. REIMBURSABLES PER ACTIVITY

Activity No:_____ Name:_____

No.	Description	Unit	Quantity	Unit Price In Rs.	Total Amount In Rs.
1.	Air flights _____	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	Day			
4.	Local transportation costs[2]				
5.	Office rent/accommodation/ clerical assistance				
	Grand Total				_____

[2] *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.*

4F. MISCELLANEOUS EXPENSES

Activity No._____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Rate	Total Amount
1	Communication cost between _____and _____ (telephone, telegram, telex, email				
2	Drafting, reproduction of reports				
3	Equipment: vehicles, computers, etc.				
4	Software				
	Grand Total				

Section 5: Terms of Reference (TOR) for the Preparation of Integrated Urban Development Plan (IUDP) of Dharan SMC

1. Introduction

Nepal's urbanization process is rapid and imbalance compared to regional context. This trend is concentrated mainly in Kathmandu Valley and other cities of terai or fertile Valleys. The result is that the large cities are failing to cope with the demand of infrastructure services and job opportunities and are increasingly reeling under the externalities of the haphazard urbanization. Environmental degradation, congestion, urban poverty, squatter settlements, unemployment and lagging provisions of infrastructure services have become increasingly visible phenomenon in these large cities. Hence, much of the economic gains acquired from urbanization have been eroded from its negative externalities. Despite non-agricultural sector being a major contributor to gross domestic product (GDP), urban centers in the country have yet to emerge as the engines of economic growth and contribute to reduction of urban or rural poverty alike.

Despite all these problems, government's responses has been grossly inadequate. The responses tend to be scattered and ad-hoc rather than planned and coordinated. A weak institutional capability has been one of the leading factors in poor performance of the government agencies. Above all, lack of the long-term development perspectives or plans has led to uncoordinated actions of agencies involved in urban development. Therefore the result is poor or limited impact in urban development efforts. Consequently, economic development has not taken place in the desired manner consistent with the pace of population growth.

Whatsoever, Nepal has experienced some settlement planning attempts since 1944; the first city Rajbiraj was planned to resettle people from Hanuman Nagar. In 1956; first National Periodic Plan (Economic Development Plan) was originated. At present, 13th Plan is in implementation. During 1960s, many people from hill and mountain (especially displaced from natural disaster, national parks etc.) were resettled in Terai plains. In 1969, Preparation of Physical Development Plan of Kathmandu Valley was a turning point in urban planning sector of Nepal. After this, so many development plans of Kathmandu Valley were prepared but never implemented due lack of institutional/ legal mechanism and financial resources. In 70s, Regional Development concept was initiated in Nepal; master plan of four regional headquarters (Dhankuta, Pokhara, Surkhet and Dipayal) was prepared and implemented in some extent. In the late 80s, structure plan of all designated urban centres was prepared. Similarly, IAP was popular in 1990s before the selfgovernance act enacted by government of Nepal. In 2000 long-term concept of Kathmandu valley (vision 2020) was prepared. Currently, Periodic planning of urban centres (municipalities) is in practice. Despite these attempts were made, it provided neither approved land use plan nor concrete physical plan implementation mechanism regarding the major urban centers in the country. Municipal plans prepared in the past employing integrated action planning technique or structure planning is found to focus mainly on physical aspects. Besides, IAP's overwhelming concentration on ward level

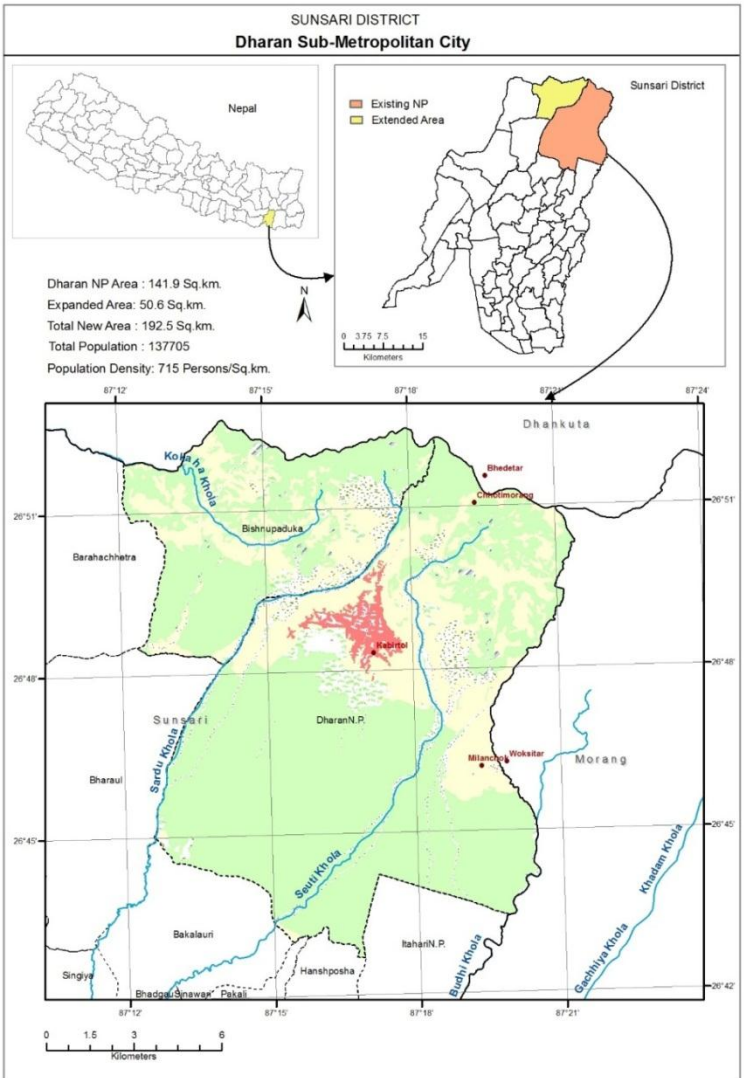
problems has also led to neglect of municipal level vision and desires. As a result, though several municipalities show some improvement in physical aspects, progress is still found lagging in several critical urban areas such as education and health. Issues such as social exclusion or deprivation, urban poverty, environmental conservation, economic development, financial mobilization and municipal capacity building have remained largely unattended in the previous planning efforts.

Keeping in view of this context, the Government of Nepal has already enacted and has been implementing National Urban Policy since 2007. The policy is conspicuous by prioritizing investment to the lagging regions of the country, while fostering development of regional cities and intermediate towns as well. Therefore with an objective of reducing poverty and upgrading urban physical facilities, MoFALD has prioritized to invest in 25 Municipalities in Country.

In the above context, the Office of Dharan Sub-Metropolitan City intends to call for submission of Expression of Interest (EOI) by the interested and eligible Nepali National consulting firms registered in Nepal under GON rules and regulations and/or their joint ventures (JV) to prepare Comprehensive/ Integrated Town Development Plan (IUDP) of Dharan Sub-Metropolitan City.

2. Study Area

The Study Area includes all the 27 wards of Dharan Sub-Metropolitan City with a total area of 192.50 sq. km. The figure below shows the total area of Dharan Sub-Metropolitan City.



3. Objectives

The main objective of the proposed assignment is to prepare Comprehensive/ Integrated Urban Development Plan of Dharan Sub-Metropolitan City. However, the specific objectives are:

- To set out Long-term Vision and overall Goal, Objective and Strategies for Dharan Sub-Metropolitan City (15 years)
- To prepare Land Use Plan, Physical development plan, Social, Cultural, Economic, Financial, and Institutional Development Plan; Environmental and Risk Sensitive Land use Plan, Urban Transportation Plan, Multi-sectorial Investment Plan (MSIP) and other relevant plans if any in consultation with Dharan Sub-Metropolitan City (DSMC), Department of Urban Development and Building Construction (DUDBC) and MoFALD on the basis of Sectoral Goal, Objectives, Output and Programs.
- To prepare building bye-laws to regulate development in the town integrating Land Use and road network plan and long-term vision of Dharan Sub-Metropolitan City.
- To prepare Detail Engineering Design of prioritized 3 sub-projects with the consultation of Dharan Sub-Metropolitan City and MoFALD.

4. Expected output

The completed Integrated Urban Development Plan shall include but not necessarily limited to the followings:

a. Assessment and Preparation of Base Map

The assessment's objective is to give an overview of the municipality's territory and identify the main challenges and opportunities the citizens and administration want to focus on the next 5, 10 and 20 years. Because the data is mainly spatial, the assessment will come in the shape of a series of GIS based thematic maps. However, members of the Steering Committee, other stakeholders and citizens are not always familiar with maps, in order to allow mutual understanding, the consultancy team is expected to write a commentary of each map using local landmarks and names as well as organize at least one site visit with the steering committee to comment thematic and summary maps.

The list of necessary maps includes:

i. Base GIS map including: existing streets (with codification system), building footprints with building use, building structural characteristics, occupancy and general demographics

ii. Population density and growth rate

iii. Existing land use (housing, commercial, industrial, agricultural, natural, mixed use, guthi land, public space, squatted land...)

iv. Terrain, watershed analysis and agricultural value of land

v. Transportation (roads with hierarchy - national highways, feeder roads, district roads and urban roads (administrative classification) and Class I to IV (technical classification for design), parking space, public transportation routes, frequencies and stops, airport and destinations)

vi. Water Supply (main line, water treatment facilities, public water tanks, storm water management infrastructure, drainage system, discharge points).

vii. Solid waste (coverage of public and private collection system, formal and informal dump sites, recycling points).

viii. Electricity (production and transportation infrastructure, grid power coverage, public lighting)

ix. Multi-hazard risk map (landslide, fire, floods, earthquake, industrial risks...)

x. Public services (health, education, police, rescue services, cemeteries, administrative services)

xi. Environment (erosion, pollution, forest, water bodies)

xii. Culture and tourism (temples, museums, cinemas, views, monuments, performance places, festival routes)

xiii. Summary map with the most pressing needs across all themes studied (ranked by order of importance).

In order to produce these maps, the consultants are expected to use existing data of the municipalities having digital base map/Urban Map and GIS, prepare base data if not already available, collect necessary field data, consult local leaders and involve the municipal stakeholders through a participatory needs assessment.

b. Municipality profile

An up to-date profile should be prepared, comprising of base-line information of the existing physical, social, economic, environment, financial and organizational state of the municipality. Apart from the key statistics, such base line information should also include textual descriptions, maps, charts, diagram, and key problems prevailing in the settlements and the municipality/ VDC. Base line information of at least two time points-having minimum interval of (past) five years should be included.

c. **Analysis**

The section should contain at least of the followings:

Trend analysis: The analysis should reveal among other things growth trend of—population, migration, land use, infrastructure provisions, import-export of goods, agricultural outputs, jobs, and other economic opportunities.

SWOT analysis: This should reveal potentiality of the Municipality based on its strength and opportunities. The analysis should also reveal the weaker side of the town which tends to pose threat to the future development of the municipality.

Spatial analysis: The analysis should clearly reveal demand and supply situation of vacant land, besides including land develop-ability analysis. The analysis, therefore, should clearly show the location where the future growth can be channelized

Financial analysis: The analysis should reveal income potential and financing sources including expenditure pattern of the Municipality for the fifteen-year plan period.

d. **Municipal vision**

To make the vision operational, necessary development principles to guide the sectoral activities also need to be outlined. Vision and principles should be formulated with broadly Advisory committee of Dharan Sub-Metropolitan City.

e. Sectoral goals, objectives, output, programs

These should be formulated mainly using Logical Framework Approach (LFA), and should be

supplemented by performance indicators and means of verification of such indicator as far as practicable. When adequate data are not found and formulating indicators becomes not feasible and if the advisory committee and the technical working committee in the field are also satisfied of such deficiency of data, the team leader on the advice of such committee may introduce necessary modifications in the LFA technique. Sectors, which are required to be included, should include at least physical, environmental management, social, economic development, disaster management, climate change, financial mobilization, and organization development. Such Sectoral plans and programs may be formulated by forming Sub-Steering Committees. Sectoral plans and programs have to be prepared giving due attention to national concerns such as poverty reduction and social inclusion.

f. **Long-term physical development plan (PDP)**

Such physical plan should essentially reveal the future desired urban form of the Municipality, keeping in view of planning horizon of 20 years and also classify the Municipality land revealing broadly urban areas, urban expansion areas, natural resource areas and also calamity prone areas. Such physical plan should be separately supplemented by the relevant data and thematic maps of existing land use, environmentally sensitive areas, and infrastructure services such as road network (The Consultant shall best utilize/ overlay/ include the study reports on Road Inventory/ Road Network Plan, Land Inventory, and Feasibility Study of Economic Development of municipality), transportation, water supply and drainage system, sewerage network, telecommunication network and electricity distribution network. Also hierarchy of the open space should also be justified within Municipality areas. Plan should also be supplemented by social and economic data and thematic maps revealing the social and economic infrastructures of the Municipality. The proposed land use plan should be justified with geological investigation, hydrological & metrological parameters of the Municipality area, and should have overlaid with base and cadastral maps too. There should be strategic steps/ suggestions to make available land for Municipality urban infrastructures.

g. **Environmental Management Plan**

The environmental management has remained as the major problem of the municipalities. The environmental management plan should be formulated by studying and analyzing in detail. Such plan should essentially cover the following aspect:

- Solid waste Management:3R promotion- reduce/ reuse/ recycle, Sanitary land fill site
- Waste water Management
- Air, water, land, visual and Noise pollution
- Urban Greenery (Forestry, Agriculture), park, garden etc.
- Control and management of built environment
- Conservation of environmental sensitive areas
- Assessment of requirement of EIA/ LEE of major sub-projects
- Others (such as emergence of low carbon city, food green city, garden city etc. concepts) as per- requirements

h. Social Development Plan

Social Development Plan significantly contributes to bring qualitative improvement in the lives of the common people. Attention should be given focus on social development programme when social development programme is getting priority in the present context. Plan should be formulated on the basis of the analysis of social condition of municipal area. Such plan should essentially cover the following aspect:

- Education
- Public health
- Security (physical as well as social)
- Main streaming GESI: Inclusion of women, in-advantage groups, child, elder, physically challenged etc.
- Cultural and Sports
- Hierarchy of Parks & open spaces
- Other urban social service centers (information, library, and space for social gathering...)
- Municipal Transportation Master Plan (MTMP)
- Others as per Municipality's requirements

i. **Conservation, Cultural and Tourism Development Plan**

Culture makes a distinct identity of the place and people, way of life and level of civilization. Cultural development plan significantly contributes to bring qualitative improvement in the conservation of local cultural heritage, art and architecture. Similarly, more attention should be given to the preservation of tangible and intangible cultures. Cultural planning should be integrated with other planning. Such plan should essentially cover the following aspect:

- Identification and preservation of important Cultural heritage sites within the Municipality; Identification of specific non-material cultures in the area
- Plan for conservation of both material and non-material cultures and link them to tourism development plan
- Culture center (local craft, paint, architecture, museum, culture exchange, exhibition....)

j. **Economic Development Plan**

An Economic Development Plan which directly contributes in economic activities of the town and support in the development of the Municipality is also main component of the study. It will be better if the municipality has some economy based identity. It may base on the municipality's potentiality or we can add new features for its identity e.g. Sport city or IT City or Tourism City or Commercial city etc. The proposed Integrated Urban Development Plan needs to support to have the Municipality with identity based on its potentiality. This should be the vision for the municipality. Such plan should essentially cover the following aspect:

- Economic development plan: Areas of comparative advantage
- Industry development (as per comparative advantage of the Municipality / hinterland): Trade promotion, Tourist development
- Employment generation, poverty reduction
- Agricultural development (commercialization of agro-forestry products- cold storage, vegetable market...)
- Rural urban linkage- strategic location of different market center product collection centers
- Micro/small industry and business promotion
- Possible Economic Zones based on local economic growth potentials (driving forces)
- Others as per municipality's requirements

k. Financial Development plan:

The work is to formulate identification and mobilization of resources required during the period of IUDP preparation. The following things/ subjects needs to be considered while formulation the financial plan.

- Financial analysis and assessment of possible financial resources for the implementation of IUDP in the municipality.
- Analysis and projection of municipality income and expenditure. Revenue improvement action plan
- Allocation of Development budget (for coming five year), cost sharing among sectoral agencies, and expenditure management action plan
- Promotional strategy of private sector and civil society (PPP)
- Financial and economic analysis of proposed priority sub-projects
- Others as per Municipality requirements

l. **Institutional Development Plan**

Human Resources Development plan and organizational development plan are the areas of the institutional development plan. Following should be considered in the formulation of institutional development plan.

- Decentralization, good governance and mobilization of people's participation
- Appropriate and optimum use of local resources and skills
- Institutional coordination and establishment of network
- Organizational capacity and capacity building

m. **Disaster Risk Management plan**

The Risk Sensitive Land use Planning/ Mapping of the Municipality due to the following Disaster causes shall include whenever seems necessary;

- Landslide/soil erosion, Floods ,Earthquake, Fire

  The vulnerability mitigation plan through the vulnerability mapping/ geological study of the area, proper strategy should be adopted to formulate the action plan for Disaster management. This formulated plan may be of;

- Pre- Disaster Plan
- During or immediate after disaster
- Post- Disaster Plan
- Disaster/calamity occurred previously in that area should be overlapped in the updated geological and disaster event maps (overlays of historic events)

n. Multi-sectoral investment plan (MSIP)

Such plan should reveal short and long-term programs/projects, cost estimate, and probable financing sources prioritized in sequential manner for the planning period of each five years. Such programs/projects should be to cater to both the short-term and long-term needs of the Municipal and the wards, and should be consistent with the long-term development plan, sectoral goals and objectives, and the vision. Furthermore, MSIP should clearly reveal programs/projects for each fiscal year for the first five years. Such MSIP should be pragmatic, and be consistent with the financial resource plan. The city level plan/projects (Mega project) and the projects that can be implemented exclusively by Municipality also should be clearly mentioned in MSIP. It is suggested that the plan/projects that have to implement by different line agency in MSIP, included after thoroughly consultation with the concern offices. The cost estimate of

the projects should be done according to the approved district rate.

o. Detail engineering design of prioritized Major Sub-Projects

In order to prepare reliable project banks for the recent execution of different sub-projects in Municipality, consultants are expected to prepare feasibility study of minimum 3 different sectoral sub-projects. The TOR with detailed scope and deliverables of such sub projects should be submitted to Municipality for approval immediate after finalization of the list or before conducting the study. Necessary drawings, maps, economic and financial analysis, preliminary costing and other document should be submitted in different annexes.

4.16 Preparation of Building and Planning bye-laws that clearly spells minimum in the following areas regarding the construction of building: (a) minimum land area (b) maximum ground coverage (c) maximum floor area ratio (FAR) (d) maximum building height (e) maximum no. of floors (f) right of way of roads (g) set back in four sides of the building (h) minimum parking area (i) lift (j) minimum distance to be left in both sides of stream/river. The building and planning bye-laws should be prepared in accordance with Conceptual Building Bye-laws 2072 of Town Development, Urban Planning and Building Construction published by Ministry of Urban Development.

ii) Scope of the Work

The scope of consulting services for preparation of Integrated Urban Development Plan (as mentioned in expected output) shall include but not necessarily limited to the following:

- The consultant should spell out the Vision of the city. The Vision should articulate the: desires of the city and its citizens, and will provide the guiding principles and priorities for the Plan's implementation. Prepare overall Integrated Urban Development Plan of entire area including existing and future (5, 10 and 20 years) land use plan in cadastral maps. This should be based on land use plan and followed by narrative description, analysis, facts and figures.
- Conduct additional study on local economy and its activities including change in demographics and migration trend for 5, 10 and 20 years period.
- Identify the potential area for urban development based on land suitability and other factors. Analyze present and future (5, 10, 20 years) housing needs/ market, stock, conditions and recommend strategies for land acquisition, distribution of land and housing in future.
- Conduct studies on present and future (5, 10 and 20 years) demand in infrastructures (such as transportation, communication, electricity, water supply and sewerage system) and their supply. Analysis of demand should be in different scenarios with facts and figures. The recommended complete street pattern, major and minor roads, highways, arterial roads, traffic circulation, truck yard, bus bays and bus parks should be worked out in details. The network plan of infrastructures, both existing and proposed should be shown in cadastral maps with other detailed drawings and unit rate cost estimates. The consultant should also identify and produce landfill site, treatment plant location and their detail drawings and cost estimate. A management scheme of both water supplies, solid waste management system and landfill site should also workout.
- The consultant should carry out full study of existing social infrastructure such as health, education, sports, communication, security centers and other community facilities by

addressing present deficiencies and future (5. 10 and 20 years) demands. The location and area of land required for all these infrastructures should be identified in Base maps.

- Identify and assess critical, sensitive and other natural resources including parks, green belts, recreational area, along with strategies for their protection, preservation and stewardship against the adverse impact of future development and land use changes. Calculate the cost estimate on unit rate basis for their preservation and protection. Show locations and calculate future requirements of such resources,
- Verify Government, Guthi and Public Land for future development and expansion of the town including land required for government and public purposes. Produce appropriate plan and policy to protect such land from private/public encroachment and others.
- Identify and assess natural hazards, including how significant weather events have and will impact these assessments, which may cause a threat to the Vision of the Integrated Urban Development Plan, along with strategies for avoidance/Mitigation of such hazards in the course of future development and calculate the cost estimate on unit rate basis.
- Prepare the Proposed Land Use Plan for 5, 10 and 20 years in the existing cadastral maps (plans) based on: i) The policies enunciated for different urban activities, ii) Population to accommodate maximum one hundred thousand; iii) Requirement of additional social and physical infrastructure, iv) Transportation and work centers. v) Parks, green belts, recreational areas, vi) Cultural and historic resources and others.
- Provide a full study of following Land Use Zone and recommend bye-laws for the construction of building and other infrastructures, i. Residential zone, ii. Institutional zone, iii. Industrial zone, iv. Preserved zone, v. Airport zone, vi. Sport zone, vii. Urban expansion zone, viii. Stream/river banks zone, ix. Green zone, x. Apartment housing, xi. Petrol pump/Electric line/Cinema theatres and xii. Others. The above Land use zone is only a basis and can be varied as per the requirement during the study.
- Prepare Building and Planning bye-laws that clearly spells minimum in the following areas regarding the construction of building: (a) Minimum land area (b) maximum ground coverage (c) maximum floor area ratio (FAR) (d) maximum building height (e) maximum no. of floors (f) right of way of roads (g) set back in four sides of the building (h) minimum parking area (i) lift (j) Minimum distance to be left in both sides of stream/river.
- The Building and Planning Bye-Laws should be prepared in accordance with Conceptual Building Bye-laws 2072 of Town Development, Urban Planning and Building Construction published by Ministry of Urban Development.
- Prepare detail engineering design of prioritized 3 sectoral projects.
- Recommend an implementation strategy (including a suggested action program that generally describes the actions, costs, time frames, responsibilities, procedures and the Municipality's capacity to use them) necessary for implementing the Integrated Urban Development Plan. Prepare separate report by volume (eg. Comprehensive Town Development Plan, infrastructures etc) and also prepare investment and cost recovery Plan.
- Within the first three months of study period the consultant should submit draft report of Land Use map with final demarcation of land and its areas to be required for future urban development purposes.
- Prepare detail feasibility of priority sectoral sub-projects.
- Prepare IUDP of Dharan Sub-Metropolitan City in Nepali language for the purpose of approval by municipal council

- Prepare physical model of Dharan Sub-Metropolitan City. The scale will be finalized based on the area covered by municipality.

iii) Methods of Plan Preparation

a. Data Gathering and Analysis

Plan preparation will rely on both primary and secondary data. Primary data especially related to land use pattern, extent of newly openend roads, their standards and quality, land values and environment problems shall be gathered through physical mapping using GIS/ cadastral map, on the site observation, technical investigation/ test and interview. For this, one shall also be familiar with the acts, rules, regulation and guidelines of land development programs or practices in Nepal and aboard, collection of all relevant documents, literatures and also well acquainted on DUDBC's both published and unpublished norms, regulations, policies etc related to urban development field. Municipality level problems and needs are ascertained throught participatory rapid appraisal by holding citizens gathering at the Municipality office or at the convenient location of the Municipality.

Municipality level problems and development issues are identified through opinion survey of prominent citizens, officials of the local and government agencies, and through the Municipality level meetings which may include meetings of the Municipal Steering Committee and sub-committees. Data on physical, environmental, social, economic, financial, and institutional shall be gathered from sources such as office records or archives, municipal reports/ profile, published academic or professional reports, and data published by CBS. Analysis will include both trend, spatial analysis using GIS, and interpretation of aerial photographs.

b. Planning and Approval Process

- Mass consultation/ sharing meetings at municipality with participation of local political leaders/ representatives, district level government officials and concerned stakeholders for getting consensus on sectoral analysis report, sectoral plan and final IUDP.
- Expert panel review by local level (municipal/ district) experts/ intellectual people (5-6 persons) at least before the each above mentioned consultation meeting.
- Submission of IUDP to steering committee for review (Steering committee at municipality is not the apex body for approval of IUDP, it will rather play facilitation role for developing IUDP)
- Sharing final IUDP report to MoFALD Technical Review Committee, formed for reviewing MTMP, which consist of Representatives from MoFALD/ IDD/ MMS and DoLIDAR, MoUD, TDF and Department of Road for feedback/ suggestions and getting no objection
- Final approval by municipal council (through the decision by municipal board)

c. Role of DUDBC

DUDBC shall be responsible for providing planning and technical input and suggestions for IUDP preparation. All related documents such as New Town Feasibility, Study, Digital Base Map, Feasibility Study of Economic Development, Road Network Plan and others prepared by DUDBC will be made available to the consultants in coordination with MoFALD.

d. Role of MoFALD

MoFALD will coordinate with MoUD and DUDBC for providing related documents on Town Planning to municipality and getting planning/ technical input/ suggestions on IUDP. MoFALD shall provide feedback and suggestions on IUDP through Technical Review Committee and will issue no objection letter for IUDP.

e. Role of Municipalities

- Municipality shall depute its senior technical and social official to facilitate internally and externally in the entire planning process till the completion of plan preparation.
- Municipality shall help the consultant planning team to provide and gather data. It may also raise specific planning issues and provide suggestions separately to the planning team.
- Municipality will form steering committee for coordination/ facilitation and providing feedback and suggestions for preparation of IUDP. The structure of steering committee will be as follows:
    - Executive Officer of Municipality - Coordinator
    - Urban Planner nominated by Municipality - Member
    - Representative from DUDBC Division Office - Member
    - Representative from District Technical Office - Member
    - Engineer of Municipality - Member Secretary
- Municipality shall help the consultant planning team to organize inclusive municipality level meeting, steering committee meeting.
- Municipality will facilitate to share the final draft to IUDP to Technical Review Committee of MoFALD
- Municipality shall take initiation for implementation of IUDP.

f. Role of the Consultant

- Consultant shall be responsible to supply technical personnel as stipulated in EOI and Bid Form, and work under the Team Leader. Consultant's personnel shall directly participate in fieldwork and plan preparation, under the supervision and instructions of the team leader. The fieldwork among other things includes date gathering, municipal/ VDC level meetings.
- Consultant shall remain in Municipality (not less than one third of total assignment period) until plan preparation is complete and the plan is submitted to the TDC Committee.
- Consultant shall be responsible for making available of logistics includng computers, printer, scanner, photocopier, and vehicle as stipulated in EOI and bid form for use in the field.
- Consultant shall be responsible for undertaking necessary transfer of knowledge programs that are required in connection to plan preparation.
- Keep appropriately the records and minutes of the meetings/ workshops.
- Have knowledge and skills about Logical Framework Approach (LFA) and educate the participants of the Sub-Steering Committee or Sub-Committees about LFA and assist them in plan preparation.
- Make necessary investigation (geological/ soil, topographic survey, material sample survey, lab tests, etc...) to prepare IUDP.
- Gather data and carry out necessary analysis and inform the outcome of such analysis to the team leader and to the planning team during plan preparation.
- Undertake the task of preparing IUDP in complete as described in this EOI, Municipality's instruction/ Guidelines, under the supervision of the Team Leader.

iv) Required Human Resources

In general, the study team shall comprise following personnel:

S. No.	Key Personnel	Man-month	Qualifying criteria	Responsibilites
1	Urban Planner (Team Leader)	3	Minimum Master's degree in Regional Planning/ Urban Planning/ Infrastructure Planning/ Civil Engineering with Civil/ Architecture background having minimum 5 years of relevant work experience after Master's degree	• Responsible for timely deliverables with desired scope and quality as per the EOI, • Responsible for mobilizing the team members, overall planning, programming, coordination, monitoring, and supervising team members work, • Review Conceptual/ Block/ Infrastructure plans/ Engineering design, cost estimate etc., • Conduct meeting, workshop etc as and when required.
2	Architect	2	Minimum Bachelor degree in Architecture with minimum 3 years of relevant work experience.	• Support to Team Leader/ Urban/ Infrastructure Planner to prepare land use zoning, building inventory, urban design conceptualization, and building bye-laws.
3	Civil Engineer	3	Minimum Bachelor degree in Civil Engineering with minimum 3 years of relevant work experience and experience in preparation of GIS based Base Map or Urban Map	• Support to Urban/ Infrastructure Planner and Environment Engineer for design and costing of infrastructures sub-projects. • Support to Team Leader for preparation of Digital Base Map
4	Environmental Engineer/ Expert	2	Minimum Master's Degree in Environment Engineering subject with Civil/ Architecture background having minimum 5 years of relevant experience after Master's Degree	• Support Team to find out Environmental sensitive areas in the municipality area, and find mitigation measures to protect natural environment, • Suggest necessary environmental improvement project, sanitary LFS in the municipality area, suitable technology for sub-projects, • Prepare IEE or suggest for EIA for prioritized sub-projects, etc.
5	Geo-tech Engineer	2	Minimum Master's Degree in Geo-tech Engineering subject	• Support team to geo-investigation of the municipal area, to find out geologically

			with Civil/ Architecture background having minimum 3 years relevant work experience after Master's Degree	sensitive area, technology choice for such area, finding geo-fault lines in the area, soil investigation of prioritized sub-project sites, etc.
6	GIS Expert	3	Minimum Master's Degree in Geo-Information with Civil/ Architecture background having minimum 3 years of relevant experience after Master's Degree. Should have experience in designing and developing GIS and data base system in urban sector	• Advice to Team Leader, • Prepare database/ update base maps of the municipal area • Apply GIS based system for the preparation of plans, maps, drawings etc. • Develop GIS data base, develop base map of the municipality area.
7	Economist/ Financial Analyst	2	Minimum Master's degree in Economics/ Business studies subject with 3 years of relevant experience after Master's degree	• Assist Team Leader to analyse driving force of the municipality • Conduct Economic/ Financial Analysis of proposed infrastructure
8	Sociologist/ Community Development Expert	2	Minimum Master's Degree in Sociology/ Social Study/ Anthropology with minimum 3 years of relevant work experience after Master's Degree	• Assist Team Leader • Conduct socio-economic, demographic, and migration trend analysis etc. • Suggest community support measures
9	Institutional Development Expert	2	Minimum Master's Degree in Public/ Business Administration/ Business Studies with 3 years of relevant work experience after Master's Degree	• Support Team to analyse existing institutions, their capability, responsibility, coordination regarding the project • Suggest appropirate institution framework, along with capacity building, sustainability for the effective execution of the project
	Sub-Total	21		
Support Staffs: as per consultants experience/ requirements				

Short Curriculum vitae (single page) of proposed personnel with the signature (of the proposed personnel) in blue ink should be attached.

v) Reporting Requirements and Mode of Payment

No. of installments	Time period	Payment in % of total agreement amount	Report submitted by the consultant
First	At the end of 1st month of date of agreement	20%	Inception Report 5 set hard copies and 1 set soft copy
Second	At the end of 2nd month of date of agreeement	20%	Field Report/ Draft Report for GIS based Base Map 5 set hard copies and 1 set soft copy
Third	At the end of 3rd month of date of agreement	30%	Draft-final report 5 set hard copies and 1 set soft copy
Fourth/ Final	At the last week of Ashad 2074	30%	Coloured Final report 5 set (Nepali) and 5 set (English) hard copies and 5 set each soft copy

- The Final Report shall be submitted in five colour-printed copies duly signed and certified by the consultant, besides submission of draft in the CD-Rom.
- The consultant will deliver five large-scale print-outs (A0 minimum) of the assessment summary map, the land use plan map, urban core land use map and the priority projects map.
- The consultant will also transfer to the Municipality all GIS data gathered and produced for the planning study.

vi) Deliverables

Consultant shall prepare and submit the reports specified below. All reporting shall be in English and Nepali language. Each reports shall be submitted in five copies to DSMC.

Following report shall submit in time as mentioned below:

i. Inception report:

Inception report is expected to reveal the format of the final report. This would reveal not only the proper understanding of the study team about the Preparation of Comprehensive/ Integrated Urban Development Plan (IUDP) of Dharan Sub-Metropolitan City, but it is also expected to 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 is required to hold interactions with experts as well as key representatives of local government and sectorial agencies. The study team therefore is advised to include the provision of this activity also in their financial proposal. Any practical comment and required modification to the EOI be clearly stated in the report so that necessary actions could be initiated.

ii. Field Report/ Draft Report (Interim Report):

By this time the study team is expected to complete works. This report should have all the contents of the inception report submitted with feedbacks and must include following: minutes of local level/community meetings/discussions, proposed use of Government/ guthi/ forest/ private/public all land in planning, infrastructure/block plan, Land Use map, zoning, major determinants for preparing building bye-laws, Trunk Infrastructure plan, list of committees formed and decisions related visioning of municipality, sectoral goals, objectives, prioritized projects etc. The report should give a clear picture of Integrated Urban Development Plan to future urban development for various infrastructure purposes.

iii. Draft Final Report:

By this time the study team is expected to largely complete works. The consultant with this report is required to hold a presentation in DSMC.

iv. Final Report:

Normally, the comment in draft final report will be given within 1 week from the date of draft report presentation. It should incorporate all due suggestions received in draft report.

vii) Time schedule

Estimated time to complete this assignment shall be 3 months from the date of work order. However the planning team shall work minimum 2/3 of total study period in the field of assignment.

Section 6. Standard Form of Contract

CONTRACT FOR CONSULTANCY SERVICES

For

Preparation of Integrated Urban Development Plan of Dharan SMC

BETWEEN

Dharan Sub-Metropolitan City Office

AND

……..

(Consulting Firm)

2017

Dharan, Sunsari, NEPAL

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …….. day of the month of ……2017, between, on the one hand, ***Dharan Sub Metropolitan City Office, Chataraline, Dharan-12, Sunsari*** (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;

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

   Appendix D: Duties of the Client

   Appendix E: Contract Cost in Local Currency

   Appendix F: Form of Guarantee for Advance Payments (Not Used)

   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.

For and on behalf of ***Dharan Sub-Metropolitan City Office, Chataraline, Dharan-12, Sunsari***

_____

[Authorized Representative]

Name: …….

Designation: …….

Seal:

For and on behalf of **……..**

_____

[Authorized Representative]

Name:…….

Designation: **Authorized Representative**

Seal:

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:

a. "Applicable Law" means the laws and any other instruments having the force of law in Nepal, as they may be issued and in force from time to time;

b. "Government" means Government of Nepal.

c. "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;

d. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;

e. "GCC" means these General Conditions of Contract;

f. "Donor" means the organization offering loan, credit or grant to GoN

g. "Local Currency" means the currency of the Government;

h. "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;

i. "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;

j. "Personnel" means persons hired by the Consultants or by any Subconsultant 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);

k. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;

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

m. "Subconsultant" 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;

n. "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Subconsultant.

1.2 Relation

Nothing contained herein shall be construed as establishing a

between the Parties

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 Subconsultants, 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 all the 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, Subconsultants 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 Majeure

2.6.1 Definition

a. For the purposes of this Contract, "Force Majeure" 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 Majeure to prevent), confiscation or any other action by government agencies.

b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants 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.

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

2.6.3 Measures to be Taken

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

b. A Party affected by an event of Force Majeure 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.

c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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 Majeure 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 evdence within7 days before the expiry of the Contract completion date.The approval of EoT shall be subject to verification by the Client weather:

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

2.6.5 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, 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.

2.7 Suspension

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.

2.8 Termination

2.8.1 By 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:

a. 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;

b. 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;

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

d. 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;

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

f. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

g. 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:

a. 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;

b. 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;

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

d. 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 Cessation 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 Cessation 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:

a. remuneration pursuant to Clause GCC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

b. reimbursable expenditures pursuant to Clause GCC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

c. 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 Subconsultants 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 Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, 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

If the Consultants, as part of the Services, have the responsibility of

of Procurement Law

advising the Client on the procurement of goods, works or services, 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.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

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 Subconsultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Consultants and Affiliates Not to Engage in Certain Activities

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 Subconsultant and any entity affiliated with such Subconsultant, 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.

3.2.3 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Subconsultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

a. 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

b. after the termination of this Contract, such other activities as may be specified in the SCC.

3.3Confidentiality

The Consultants, their Subconsultants, 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 of 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.

3.4 Liability of the Consultants

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.

3.5 Insurance to be Taken Out by the Consultants

The Consultants (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, 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

3.7 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

a. appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;

b. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subconsultant 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 Subconsultant and its Personnel pursuant to this Contract;

c. 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. Consultants' Personnel and Subconsultant

4.1 General

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

4.2 Description of Personnel

a. 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.

b. 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.

c. 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 Subconsultants 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

a. 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.

b. 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.

c. 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 toSite

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. .

5.2 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).

5.3 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. Payments to The Consultants

6.1 Cost Estimates; Ceiling Amount

a. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.

b. 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.

c. 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

a. 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.

b. 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

a. 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:

a. 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.

b. 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.

c. 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.

d. 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.

e. All payments under this Contract shall be made to the account of the Consultant specified in the SCC.

6.5 Retention

a. 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.

b. 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)

c. The remainder of the retention shall be paid by the Client to the consultnt 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 is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC.Beyond this limit the contractmay 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.

8.3. Appointment of the Adjudicator

a. The Adjudicator, shall be appointed jointly by the Client and the Consultant within 30 days of the commencement date of the contract. If the parties cannot reach an agreement on the appointment of the Adjudicator, the Client will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 15 days of receipt of such request.

b. Should the Adjudicator resign or die, or should the Client and the Consultant agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Client and the Consultant. In case of disagreement between the Client and the Consultant, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 15 days of receipt of such request

8.4. Procedures for Disputes

a. If a dispute is referred to the Adjudicator pursuant to GCC Clause 8,2 then the 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 ny 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 Contrct,

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,

e. recovery for consequential damages;

f. such other remedies as may be available pursuant to the contract or to applicable law.

10. Conduct of Consultants

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

10.2 The consultant shall not carry out or cause to carryout the following acts with an intention to influence the implementation of the procurement process or the contract agreement :

i. give or propose improper inducement directly or indirectly,

ii. distortion or misrepresentation of facts

iii. engaging or being involved in corrupt or fraudulent practice

iv. interference in participation of other prospective bidders.

v. coercion or threatening directly or indirectly to impair or

harm, any party or the property of the party involved in the procurement proceeding

vi. collusive practice among consultants before or after submission of proposals for distribution of works among consultnts or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.

vii. 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 thenotification 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:

a) if it is proved that the bidder committed acts pursuant to the Information to Consultants GCC 10.2,

b) if the consultant fails to sign an agreement pursuant to Information to Consultants clause 7.3,

c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed 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 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 Clause[1]	Amendments of, And Supplements To, Clauses In The General Conditions of Contract
1.6.1	The addresses are : Client: **Dharan Sub-Metropolitan City Office** Address: **Chataraline, Dharan-12, Sunsari** Attention: The Executive Officer Dharan SMC Tel: 025-520407 Fax: 025-521991 Consultants: …… Address: …… Attention: …….. Cable address: … … … … … … … … … … … Telex: …….. Facsimile: …….. E-mail: …
1.6.2	Notice will be deemed to be effective as follows: – (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes, *[written hours]* (*[numerical hours]*) hours following confirmed transmission; (c) in the case of telegrams, *[written hours]* (*[numerical hours]*) hours following confirmed transmission; and (d) in the case of facsimiles, *[written hours]* (*[numerical hours]*) hours following confirmed transmission. (e) in case of E-mail, *[written hours]* (*[numerical hours]*) hours following confirmed transmission.

1.8 Procedure The Member in Charge is *[name of member]*. –

***Note**: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SCC 1.6.1 should be inserted here. If the Consultants consist only of one entity, this Clause SCC 1.8 should be deleted from the SCC.*]

1.9 The Authorized Representatives are:

For the Client:

.....,

1.10 For the Consultants: ……

In accordance with the prevailing Acts, regulations and the established policy in the Government of Nepal, the Consultants must pay all the taxes, duties, fees and other impositions as may be levied while carrying out their services as mentioned in the Terms of Reference (TOR). For this, no any reimbursement shall be claimed to the client.

2.1 This contract shall come into effect from the date of signing

2.2 The time period shall be **Thirty (30) days**.

2.3 *The date for the commencement of services is the date on which this Contract shall come into effect as per GCC clause 2.1*

2.4 The time period shall be **3** months.

3.2.3(b) *Not Applicable*

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

(a) Except in case of gross negligence or willful 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."

3.5 *Not Applicable*

3.7(c) *Not Applicable*

3.9 "The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client."

6.1(b) The ceiling in local currency is: NRs. ……..including VAT

6.2(a) Not Applicable

6.4(a) Not Applicable

6.4(b) Not Applicable

6.4(c) *Not Applicable*

6.4 (d) Payments shall be made according to the following schedule:

No. of installments	Time period	Payment in % of total agreement amount	Report submitted by the consultant
First	At the end of 1st month of date of agreement	20%	Inception Report 5 set hard copies and 1 set soft copy
Second	At the end of 2nd month of date of agreeement	20%	Field Report/ Draft Report for GIS based Base Map 5 set hard copies and 1 set soft copy
Third	At the end of 3rd month of date of agreement	30%	Draft-final report 5 set hard copies and 1 set soft copy
Fourth/ Final	At the last week of Ashad 2074	30%	Coloured Final report 5 set (Nepali) and 5 set (English) hard copies and 5 set each soft copy

6.4(e) The account is: Details will be provided by the Consultant within …… days from the effective date of the Contract.

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

8.3 Appointment of the Adjudicator Appointing Authority: ***Nepal Arbitration Council, NEPCA***

8.4(b) The Adjudicator's rate is: as per NEPCA

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

1. Selection of Arbitrators.

   Each dispute submitted by a Party to arbitration shall be heard by 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.***

2. 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.

3. Miscellaneous. In any arbitration proceeding hereunder:

   (a) proceedings shall, unless otherwise agreed by the Parties, be held in Kathmandu**;**

   (b) the English language shall be the official language for all purposes; and

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

IV. APPENDICES

Appendix A- Description of the Services – Terms of Reference (TOR)

As per Attached TOR

Appendix B—Reporting Requirements

As mentioned in ToR

Appendix C—Key Personnel and Sub-Consultants

Key Personnel is as mentioned as above and Sub-Consultants is not applicable.

Appendix D—Duties of the Client

Services, facilities and property to be made available to the Consultants by the Client. as mentioned in TOR and finalized during contract negotiation

Appendix E—Cost Estimates in Local Currency -

As per Contract Negotiation based on Financial Proposal of Consultant

Appendix F— Form of Guarantee for Advance Payments :

(Not Used)

Appendix G— Minutes of Negotiations Meetings :

As requirement