



"Clean, Prosperous, Cultured Ilam"

ILAM MUNICIPALITY

Office of the Municipal Executive

Ilam, Province no. 1, Nepal



Request for Proposals

imo/ilam/ncb/service/02/2074-075

Preparation of Land Use Plan of Ilam Municipality

Financing Agency:

Ilam Municipality.
Mangsir, 2074



Section 1. Letter of Invitation

[insert: Location and Date]

Dear [insert: Name of Consultant]:

1. Ilam Municipality has allocated fund from itself toward the cost of Preparation of Land Use Plan of Ilam Municipality and intends to apply a portion of this Grant to eligible payments under this Contract.
2. The Ilam Municipality Office now invites proposals to provide the following consulting services: **Preparation of Land Use Plan of Ilam Municipality** More details on the services are provided in the attached Terms of Reference.
3. The Request for Proposal (RFP) has been addressed to the all interested consultants:
4. A consultant will be selected under 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. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal alone or in association.

Yours sincerely,

.....
Mahendra Kumar Khamyahang
Chief Administrative Officer



Section 2. Information to Consultants¹

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a consultant among all interested consultants, 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 This Information to Consultants section shall not be modified. Any necessary changes, acceptable to client (GoN) or the Donor, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions

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

Technical Proposal

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

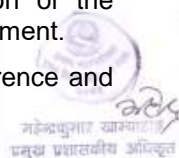
3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

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.

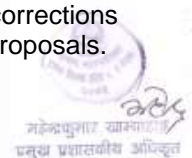
3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.

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.

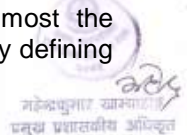
5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.

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: $S = St \times T\% + Sf \times P\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

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

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



the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. . If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.

7. Award of Contract

- 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify 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 consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract

10. Blacklisting Consultant

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

- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
- b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract
- d) if convicted by a court of law in a criminal offence which

- disqualifies the consultant from participating in the contract.
- e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,
 - f) other acts mentioned in the Data Sheet or SCC
- 10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GoN and or the concerned donor agency.



Information to Consultants

DATA SHEET Clause Reference

| | |
|------|--|
| 1.1 | The name of the Client is: Ilam Municipality, Office og the Municipal Executive, Ilam, Province no. 1, Nepal. The method of selection is: QCBS |
| 1.2 | The name, objectives, and description of the assignment are: Name : Preparation of Land Use Plan of Ilam Municipality Objectives: According to ToR Description: According to ToR |
| 1.3 | A pre-proposal conference will be held: No The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: Mahendra Kumar Khamyahang Address: Ilam Municipality, Office og the Municipal Executive, Ilam, Province no. 1, Nepal. Telephone No. : 027-520065 |
| 1.4 | The Client will provide the following inputs: According to ToR |
| 1.10 | The clauses on fraud and corruption in the Contract are: As per PPMO Contract Document, LSGA, PPA, PPR, Municipality Decision and prevailing procurement laws. |
| 2.1 | Clarifications may be requested 7 Days before the submission date The address for requesting clarifications is: Ilam Municipality, Office og the Municipal Executive, Ilam, Province no. 1, Nepal. Facsimile: 027-520065 Email: info@ilammun.gov.np; mun.ilam@gmail.com |
| 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 consultants: [insert Yes ___ No ___] NA (ii) The estimated number of professional staff-months required for the assignment is: According to ToR The minimum required experience of proposed professional staff is: According to ToR (vi) Reports that are part of the assignment must be written in the following language(s): English or Nepali (Executive Summary should be submitted in English as well as Nepali) |
| 3.4 | (vii) Training is a specific component of this assignment: No |

| | (viii) Additional information in the Technical Proposal includes: According to ToR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|--------|---|-------------------|--|-------------------|--|-------------------|----------------------------|----|--|----|-----------------------------------|----|-----------|----|------------|----|----------------|----|-------------------------|----|--------------------|----|--|------------------|--------------------------|--|---|--|--|--|
| 3.9 | Proposals must remain valid 90 days [Normally between 60 and 90 days] after the submission date. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.3 | Consultants must submit an original and One additional copies of each proposal: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.4 | The proposal submission address: Ilam Municipality, Office og the Municipal Executive, Ilam, Province no. 1, Nepal. Information on the outer envelope should also include : Preparation of Land Use Plan of Ilam Municipality | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.5 | Proposals must be submitted no later than: According to Notice | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | The address to send information to the Client is: Ilam Municipality, Office og the Municipal Executive, Ilam, Province no. 1, Nepal. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.3 | <p>The number of points to be given under each of the evaluation criteria are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the consultants related to the assignment:</td> <td style="text-align: right;">Maximum 10</td> </tr> <tr> <td>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference:</td> <td style="text-align: right;">Maximum 25</td> </tr> <tr> <td>(iii) Qualifications and competence of the key staff for the proposed Assignment</td> <td style="text-align: right;">Maximum 60</td> </tr> <tr> <td style="padding-left: 20px;">Team Leader/ Urban Planner</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;">Environmental Expert/ Natural Resource manager</td> <td style="text-align: right;">08</td> </tr> <tr> <td style="padding-left: 20px;">Socio-economies/ Social Scientist</td> <td style="text-align: right;">08</td> </tr> <tr> <td style="padding-left: 20px;">Geologist</td> <td style="text-align: right;">08</td> </tr> <tr> <td style="padding-left: 20px;">GIS Expert</td> <td style="text-align: right;">07</td> </tr> <tr> <td style="padding-left: 20px;">Soil Scientist</td> <td style="text-align: right;">07</td> </tr> <tr> <td style="padding-left: 20px;">Agriculturist/ Forester</td> <td style="text-align: right;">06</td> </tr> <tr> <td style="padding-left: 20px;">Architect/ Planner</td> <td style="text-align: right;">06</td> </tr> <tr> <td>(iv) Suitability of the transfer/ shearing of knowledge program (training)</td> <td style="text-align: right;">Maximum 5</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Points: 100</td> </tr> <tr> <td colspan="2" style="text-align: right;">Maximum points to be awarded = 100</td> </tr> <tr> <td colspan="2" style="text-align: right;">The minimum technical score required to pass/ qualify: 60</td> </tr> </tbody> </table> | | Points | (i) Specific experience of the consultants related to the assignment: | Maximum 10 | (ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference: | Maximum 25 | (iii) Qualifications and competence of the key staff for the proposed Assignment | Maximum 60 | Team Leader/ Urban Planner | 10 | Environmental Expert/ Natural Resource manager | 08 | Socio-economies/ Social Scientist | 08 | Geologist | 08 | GIS Expert | 07 | Soil Scientist | 07 | Agriculturist/ Forester | 06 | Architect/ Planner | 06 | (iv) Suitability of the transfer/ shearing of knowledge program (training) | Maximum 5 | Total Points: 100 | | Maximum points to be awarded = 100 | | The minimum technical score required to pass/ qualify: 60 | |
| | Points | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (i) Specific experience of the consultants related to the assignment: | Maximum 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference: | Maximum 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (iii) Qualifications and competence of the key staff for the proposed Assignment | Maximum 60 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Team Leader/ Urban Planner | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Environmental Expert/ Natural Resource manager | 08 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Socio-economies/ Social Scientist | 08 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Geologist | 08 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GIS Expert | 07 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Soil Scientist | 07 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agriculturist/ Forester | 06 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Architect/ Planner | 06 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (iv) Suitability of the transfer/ shearing of knowledge program (training) | Maximum 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Points: 100 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Maximum points to be awarded = 100 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| The minimum technical score required to pass/ qualify: 60 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.10 | <p>The formula for determining the financial scores is the following: $Sf = 100 \times Fm/F$, <i>in which, Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</i> The weights given to the technical and Financial Proposals are: T (Technical Proposal) = 0.8, and P (Financial Proposal) = 0.2.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.1 | The address for negotiations is: Ilam Municipality, Office og the Municipal Executive, Ilam, Province no. 1, Nepal. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



| | |
|-----|---|
| 7.6 | The assignment is expected to commence on <i>According to Notice</i> |
|-----|---|



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

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:



3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last 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: _____

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. Use about half a page.]

Education:

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

Employment Record:

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

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.

[Signature of staff member and authorized representative of the consultant] Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____



3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

| Name | Position | Reports Due/Activities | Months (in the Form of a Bar Chart) | | | | | | | | | | | | Number of Months | |
|------|----------|------------------------|-------------------------------------|---|---|---|---|---|---|---|---|----|----|----|------------------|--------------|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | | |
| | | | | | | | | | | | | | | | | Subtotal (1) |
| | | | | | | | | | | | | | | | | Subtotal (2) |
| | | | | | | | | | | | | | | | | Subtotal (3) |
| | | | | | | | | | | | | | | | | Subtotal (4) |

Full-time: _____
 Reports Due: _____
 Activities Duration: _____

Part-time: _____

Signature: _____
 (Authorized representative)

Full Name: _____

Title: _____

Address: _____



3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

| | <i>[1st, 2nd, etc. are months from the start of assignment.]</i> | | | | | | | | | | | |
|-----------------|--|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|
| | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |
| Activity (Work) | | | | | | | | | | | | |
| _____ | | | | | | | | | | | | |
| _____ | | | | | | | | | | | | |
| _____ | | | | | | | | | | | | |
| _____ | | | | | | | | | | | | |

B. Completion and Submission of Reports

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



Section 4. Financial Proposal - Standard Forms

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



4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Ladies/Gentlemen:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:



4B. SUMMARY OF COSTS

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



4C. BREAKDOWN OF PRICE PER ACTIVITY²

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

² The client may choose to request Forms 4C, 4D, 4E and 4F for the entire assignment, as opposed to each Activity No. as shown. Forms should only be requested for each Activity No. if such detail is essential to the evaluation, bearing in mind it will introduce a substantial level of detail for the client to 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. REIMBURSABLE 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 ³ | | | | |
| 5. | Office rent/accommodation/ clerical assistance | | | | |
| | Grand Total | | | | _____ |
| | | | | | - |

³ 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

For Preparation of Land Use Plan of Ilam Municipality.

Terms of Reference normally contain the following sections:

- 1 *Background*
- 2 *Objective*
- 3 *Scope of Services*
- 4 *Basic Data and previous work related study, if available*
- 5 *Knowledge or technology transfer*
- 6 *Training and number of staff to be trained (when appropriate),*
- 7 *Qualification, Experience and estimated inputs of Key Personnel*
- 8 *Duration of Services, Time Schedule*
- 9 *Reporting Requirement and Performance Requirement*
- 10 *Local Services, Personnel, Equipment and Physical Facilities etc. to be provided by the Client*



I. Background

Land is one of the important and precious natural resources of the earth surface. The demands for arable land, grazing, forestry, wild-life, tourism and urban development are greater than the land resources available. Hence, land—use planning for making the best use of the limited land resources is inevitable. Land-use planning is the systematic assessment of land and water potential, alternatives for land use and economic and social conditions in order to select and adopt the best land—use options (FAO, 1993). Except sporadic attempts for the urban areas (GoN, 2002), Nepal has not practiced land-use planning for the country as a whole, although attempts were made for balanced use of country's existing natural resources in the past through different policies and national planning efforts.

Land-use planning can be applied at three broad levels: national, district and local. Local level planning is about getting things done on particular areas of land — what shall be done, where and when, and who will be responsible. It requires detail basic information about the land, the people and services at local level. However, Nepal has only regional level data base on land use, land system and land capability which were produced by Land Resource Mapping Project (LRMP, 1983/84). Realizing this fact, the Ministry of Land Reform and Management of Government of Nepal established the National Land Use Project (NL-UP) in 2057/058 fiscal year to generate the necessary data bases on the land resources of the country.

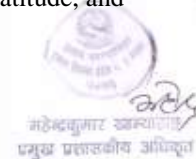
This digital database includes Municipality present land use, soil, land capability, land use zoning, cadastral layers and Municipal profile with bio-physical and socio-economic information.

It is well known that the Government of Nepal has approved the National Land Use Policy, 2069 on the 4th Baishakh of 2069. It has intended to manage land use according to land use policy of the government of Nepal and had outlined six zones such as **Agricultural area, Residential area, Commercial area, Industrial area, Forest area and Public use area**. The policy has defined the respective zones as per the land characteristics, capability and requirement of the lands. Further, for the effective implementation of land use zones in the country, the National Land Use Policy, 2069 had clearly directed for an institutional set up of Land Use Council at the top to the District level and Municipality / Rural Municipality level at the bottom. However, based on the scenario developed after the major earthquake of 12th of Baishakh 2072, Government of Nepal has re-directed for possible amendment on the existing Land Use Policy, 2069 which possibly may also emphasize the safe and secure settlement along with the environmental protection and ensuring of food security. Moreover, the Land Act 2021 (Sixth amendment) have mandated for designation of more than six land use classes, some of which obviously differs from what exist in the National land use policy, 2069.

In the context stated above, Government of Nepal, Ilam Municipality Office, Ilam has initiate for the preparation of Land Use Plan of Ilam Municipality So, Ilam Municipality Office invites proposals from the experienced national consultants/firms who are qualified as per ToR for the preparation of Ilam Municipality land resource maps, database and reports.

II. Project Area Overview

Ilam District, which contributes the nation to by the cash crops and nationality in history, has substantial potential of development and a richer district in natural resources and bio-diversity in nature. It has 3 Municipality and 43 VDCs to deliver the services to citizens through local body. Ilam Municipality, having total area of 27.30 Sq.km, was declared in 2015 BS. It is a Municipality in Ilam District, in the Mechi zone of eastern Nepal. The city is in the Hilly Terrain. Ilam Municipality is probably the smallest Municipality of Nepal according to area. It was nomenclature on the basis of the wondering round roads, situated in have Maikhola and Barbote VDC in East, Puwa khola in West, Barbote VDC in North and both Puwa khola and Mai Khola in South frontiers. Ilam Municipality, having average length of 9 km and Width of 3 km is exactly situated in between 87°53'30" - 87°57'46" Eastern longitude & 26°51'58" - 26°56'46" Northern Latitude, and 401 - 1407m msl as well.



III. Terms of Reference for the Preparation of Municipality Present Land Use Maps

1. Concept

- a) Classification of land under the study area as mandated by Land Act 2021 (Sixth amendment)
- b) Identification of Secure (Low Risk) residential and built up areas to provide basic-integrated-facilities conveniently;
- c) Classification of agricultural land into maximum comparatively advantageous sub-areas on the basis of land characteristics,
- d) Conservation of natural resources including forest, shrub, wet lands, hazard prone areas, rivers and rivulets.

2. Objective

The main objective of the study is:

To prepare present Land use maps, GIS database and Reports of the Ilam Municipality in different hierarchical levels at 1: 10,000 scales.

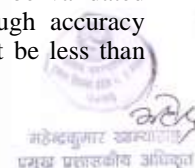
3. Scope of Work

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

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

4. Brief Methodology

- a) The consultant should review all the relevant maps of the project area including LRMP maps, Topographical map sheets and documents prepared by the Survey Department of Nepal as well as relevant products prepared by other agencies.
- b) The Municipality present land use maps should be prepared from rectified enhanced high resolution satellite images originally purchased by consultant or provided by the NLUP office.
- c) Ortho-rectification of satellite images should be performed in standard software generating Digital Elevation Model (DEM) and using Ground Control Points (GCP) collected through Differential Global Positioning System (DGPS). Location of GCPs should represent the range of elevation and the Root Mean Square Error (RMSE) should not exceed the Value of Two Pixel size of the satellite image.
- d) The level 1 categories of the land use should be such as **Agricultural, Residential, Commercial, Industrial, Forest, Public Use etc.** (as per NLUP/Ilam Municipality specification and data model). The fundamental classes should be as per land act 2021 (sixth amendment). However, sub levels should be populated as per requirement of the data model and ground truth.
- e) The smallest mapping unit for delineation of land use categories should be of 0.25 hectare, which would be 114th of a square centimeter in map scale.
- f) The interpretation and feature extraction in terms of different land use units should be validated through enough ground truths collected from extensive fieldwork as well as through accuracy assessment matrix. The accuracy of each class as well as overall accuracy should not be less than **ninety** percent.
- g) The map layout and legends should be as according to the standard of map/ data model.
- h) The Present land use map must contain Hazard Risk Information as a separate layer.



महेन्द्रजुम्लार खण्डपालिका
प्रमुख प्रशासकीय अधिकृत

- i) The report on the land use should cover details of the methodology adopted in preparation of the present land use maps of the selected municipality. It should cover tables, maps and charts showing the categories of the land use and their properties. It should be in the standard format.
- j) The Municipality output maps must be based on Modified Universal Transverse Mercator Projection system and at 1: 10,000 scales. The database, images and maps should be provided as per the Data model.

IV. Terms of Reference for the Preparation of Municipality Soil Maps

1. Concept

- a) Preparation of soil maps of the municipality for formulating land use plan according to the quality of soil in order to **designate of Agricultural area, Residential area, Commercial area, Industrial area, Forest area etc.** as per land act 2021 (sixth amendment).
- b) Identification of the residential and other non-agricultural areas within the inferior soil quality areas.
- c) Promotion of agricultural productivity as per soil quality in comparatively advantageous sub-areas.
- d) Conservation of non-agricultural areas including forest, shrub, rivers and rivulets and wetlands for sustainable development.

2. Objective

The main objective of the study is:

To prepare Soil Maps, GIS database and Reports of the Ilam Municipality at 1: 10,000 scales.

3. Scope of Work

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

- a) Prepare Geological Maps of the selected Municipality at 1: 10,000 scales. Identify different geological formation based on the field visit and taking the reference of existing geological maps.
- b) Prepare Land System Maps for the selected Municipality at 1: 10,000 scales. Sub divides the land system maps into different land units as per the specification supplied.
- c) Prepare maps of sample pits location covering each land unit/land type of the Municipality with coordinate points to be identified in the field.
- d) Carry out extensive field survey for field verification of land system maps and to collect soil samples from the pits and fill up of the soil profile description form.
- e) Analyze the physio-chemical characteristics of soils including nutrients based on the field survey as well as Laboratory test of the soil samples.
- f) Populate the given database with the analyzed, collected and lab supplied soil-nutritional and other parameters.
- g) Discuss the accuracy, reliability and consistencies of data.
- h) Prepare reports describing methodology, distribution of different soil types and discuss the soil distribution of the area under study.
- i) Prepare A4 size Maps of N, P, K, Boron, Zinc, OM, Texture, and pH to attach in the soil reports of the Municipality.

4. Brief Methodology

A brief procedure in general for soil mapping is given as follows:

The consultant should review all the relevant maps of the project area including LRMP maps, Topographical map sheets and documents prepared by the Survey Department of Nepal as well as relevant products prepared by other agencies. The final soil map layout and legends should be in according with the standard data model.

- a) The Municipality level soil maps should be prepared on the top of rectified and enhanced high resolution satellite images Through the interpretation and collecting the geo-morphological information from the satellite images, different land system, landform and land unit types should be developed for the selected Municipality and it should be validated in the field. A land system map at

- 1: 10,000 scales should be generated before the actual soil sample collection from the field. These land/ system and units will act as the base units for conducting the soil survey and delineation of soil map units within the area.
- b) The smallest mapping unit for delineation of land system/soil categories should be of **0.25 hectare which would be 1/4" of a square centimeter** in map scale.
 - c) Pit sample selection methodology should be developed in consultation with Municipality or DUDBC covering enough samples within each land unit/land type. The locations of the sample pits should be identified through the overlay with satellite images before field work and the same locations should be identified through GPS receivers and used for sample collection during soil survey.
 - d) During soil survey, a standard soil profile description form will be provided that should be filled up and necessary samples per horizon should be collected for laboratory analysis as well. The laboratory analysis should provide the data base on primary nutrients **N, P, K** (nitrogen, phosphorous and potassium). **Boron, Zinc, Organic matter, Texture and pH** of the top horizon available in the sample pits.
 - e) As far as possible, the test of soil samples should be performed at Nepal government owned soil laboratories or government recognized soil test centers.
 - f) The database map layout and legends and final report should be as per the standard. The report on soil should cover details of the methodology adopted in preparation of the soil maps of the selected Municipality. It should cover tables, maps and charts showing the categories of the soils. The Municipality level out-put maps must be based on Modified Universal Transverse Mercator Projection system and at 1:10,000 scales. The database, maps and images should be provided as per the data model.

5. Terms of Reference for the Preparation of Municipality Land Capability Maps

1. Concept

- a) Preparation of land capability maps of the Municipality for formulating land use plan according to the quality of land in order to identify areas of Agricultural area. Residential area. Commercial area, industrial area. Forest area. etc. as mandated by land act 2021 (Sixth amendment).
- b) Identification of agriculturally suitable area and other non-agricultural areas according to the capability.
- c) Promotion of agricultural productivity as per land capability in comparatively advantageous sub-areas.
- d) Indirectly conservation of natural resources including forest, shrub, rivers and rivulets and wetland in non-agricultural areas.

2. Objective

The main objective of the study is

To prepare Land Capability Maps, GIS database and Reports of the Ilam Municipality at 1 10,000 scales.

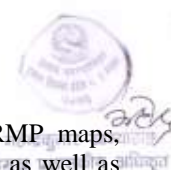
3. Scope of Work

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

- a) Study the existing relevant maps, documents and database of the project area.
- b) Prepare Land capability maps for the selected Municipality at scales by analyzing relevant data, maps, field samples and information of soil laboratory test analysis.
- c) Design appropriate GIS database logically.
- d) Discuss the accuracy, reliability and consistencies of data.
- e) Prepare reports describing methodology, existing land capability types and model of GIS & data base.

4. Brief Methodology

- a) The consultant should review all the relevant maps of the project area including LRMP maps, Topographical map sheets and documents prepared by the Survey Department of Nepal as well as relevant products prepared by other agencies. As far as possible, the maps should be made compatible



to the LRMP products so that both could be used as temporal data by the concerned users for research and other uses.

- b) The Municipality level land capability maps should be prepared with data sources such as high resolution satellite images, recent soil map prepared at 1: 10,000 scale, recent land system map prepared at 1: 10,000 scale, present land use map prepared at 1: 10,000 scale and management practices, soil survey data (both information gathered from the field as well as laboratory analysis) geomorphology/geology map, slope map, data on climate, soil erosion and moisture conditions.
- c) The multi-criteria evaluation rule should be developed to classify land units based on soil parameters, fertility, erosion susceptibility, terrain constraints and surface drainage (wetness).
- d) The smallest mapping unit for delineation of land capability categories should be of 0.25 hectare, which would be **1/4th of a square centimeter** in map scale.
- e) The map layout and legends should be as specified in National Level specification for the Preparation of VDC/ Municipality Level Land Resource Maps, Database and Reports, 2069.
- f) The report should cover details of the methodology adopted in preparation of the soil capability maps of the selected Municipality. It should cover tables, maps and charts showing the categories of the soils.
- g) The Municipality level out-put maps must be based on Modified Universal Transverse Mercator Projection system and at 1: 10,000 scales. The data base and maps should be provided as per the data model.

V. Terms of Reference for the Preparation of Municipality Land Use Zoning Maps

1. Concept

- a) Classification of land into Agricultural area, Residential area, Commercial area, Industrial area, Forest area, Public use area etc. as mandated by Land Act 2021 (Sixth amendment).
- b) Identifying areas for potential residential, commercial, industrial and public use to maintain balanced environment.
- c) Identification of Possible Urban Extension area for the population growth by the trend analysis of last 10/10 years' data.
- d) Classifying agricultural land into comparatively advantageous sub-areas on the basis of quality of land, land capability, and irrigation facilities to increase productivity.
- e) Proper conservation of natural resources including forest, shrub, rivers and rivulets and swampy land etc.

2. Objective

The main objective of the study is:

To prepare Land Use Zoning Maps, GIS database and Reports of the Ilam municipality at 1: 10,000 scales.

3. Scope of Work

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

- a) Study the existing relevant maps, documents and database of the project area.
- b) Prepare land use zoning maps of the selected municipality at 1: 10,000 scale portraying different zones and sub-zones as per Land Act 2021 (Sixth Amendment).
- c) Design appropriate GIS database logically on present land use zoning for the selected Municipality. Discuss the accuracy, reliability and consistencies of data.
- d) Prepare reports describing methodology, distribution of different land use zone/sub zones and model of GIS data base.

4. Brief Methodology:

- a) The consultant should review all the relevant maps of the project area including present land use, soil type and fertility, land capability, cadastral layers, land form, arability, slope, drainage system,



- topography, geology, settlements and population density, hazard risk as well as policy and planning documents of the government that are necessary for land use planning.
- b) A rule based Multi Criteria Evaluation (MCE) methodology should be developed for optimum use of land resources of the municipality under the following broad **land use zones: Agricultural area, Residential area, Commercial area, Industrial area, Forest area, Public use area etc.** as mandated by Land Act 2021 (Sixth amendment). Corresponding subdivisions for each zone type must be as per the data model.
 - c) On the basis of maximum productivity and fertility, agricultural areas should be divided into sub areas of Cereal/food crop areas; Cash crops areas; Vegetable production areas, Fruit orchards, areas used for Animal husbandry and grassland/grazing lands, Fish farming area and Agro-forestry.
 - d) The consultant must have carried out Risk Study within the entire package area so as to identify ensure secure settlement, industrial area, commercial area or other relevant areas. Risk study should be related to the possible hazard issues in the study area concerned such as: **fire hazard, flood hazard, land slide hazard or seismic hazard.**
 - e) The land use zoning map must contain **Hazard Risk Information** as a separate layer.
 - f) The proposal and final report must describe these issues relating how these issues may be addressed in the proposed study area.
 - g) Such risk areas must be delineated as a separate classified layer in the map and accordingly must be populated in the database model.
 - h) The MCE criteria should be guided by the environmental friendly perspective and as far as possible, proper care should be maintained to preserve forest areas, protection of food crop producing areas, conserving eco-system and biodiversity and providing unproductive areas for settlement.
 - i) The smallest mapping unit for delineation of land capability categories should be of **0.25 hectare, which would be 1/4th of a square centimeter in map scale**
 - j) The map layout, legends and report should be as per the standard.
 - k) The report on the land use zoning should cover details of the methodology adopted in preparation of the land use zoning maps of the selected municipality. It should cover tables, maps and charts showing every category of the land use zones.
 - l) The municipality out-put maps must be based on Modified Universal Transverse Mercator Projection system and at 1: 10,000 scales. The data base and maps should be provided as per the data model.

VI. Terms of Reference for Municipal Cadastral Layer Superimpose on Land Use Zoning Maps

1. Concept

- a) Delineation of land parcels according to land use zoning viz. Agricultural area, Residential area, Commercial area, Industrial area, Forest area.... etc.
- b) Classification of land parcels based on land zoning maps.
- c) Delineation of the areas for conservation of forest, shrubs/herbs, river, wetlands for achieving environmental balance.
- d) Sub-classification of agricultural land parcels into optimum production sub-areas based on soil characteristics, land capability, irrigated and potential irrigable areas to increase the productivity of the land
- e) Preparation of municipality level cadastral superimpose database and maps using GIS for the implementation of municipality land use plan.
- f) Management of land resources on the basis of land characteristics as well as the conceived policy of the government.

2. Objective

The main objective of the study is:

To prepare maps of Cadastral Layer superimpose on Land Use Zone, GIS database and Reports of the Ilam municipality at 1: 10,000 scales.

3. Scope of Work

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

- a) Collect and prepare seamless cadastral maps of the Ilam municipality at scales.



- b) Collect land use zoning maps and present land use maps of the Ilam municipality at 1: 10,000 scales
- c) Perform linear transformation of vector cadastral layer if necessary (only for free-sheet based cadastral maps) at the same time not distorting the scale of the original data.
- d) Prepare cadastral layer superimpose maps on present land use and land use zoning of the Ilam municipality at 1: 10,000 scale.
- e) Classify the cadastral parcels of the selected municipality according to present land use and land use zoning.
- f) Design appropriate GIS database logically on cadastral parcels with zoning characteristics and current land use of the Ilam municipality.
- g) Discuss the accuracy, reliability and consistencies of data
- h) Prepare reports describing methodology, distribution of cadastral layers as per land use zones/present land use and model of GIS data base.

4. Brief Methodology for Cadastral Layer Superimpose

- a) Obtain/prepare cadastral layer of the Ilam municipality.
- b) Geo-reference cadastral layers of both Trigonometric Sheet Series and Island Map System with the help of ortho-rectified satellite images of the area.
- c) Prepare municipality level seamless cadastral database with proper care for overlapping and gaps between the data layers.
- d) Link attribute of present land use with the cadastral parcel which shows the parcel level present land use within the municipality.
- e) Superimpose cadastral database with land use zoning maps.
- f) Prepare tables and maps showing the properties of each cadastral parcel in relation to the present land use and land use zoning.
- g) The map layout and legends should be as specified in updated National Level specification for the Preparation of VDC/Municipality Level Land Resource Maps, Database and Reports provided by the NLUP.
- h) The report should cover details of the methodology adopted to superimpose cadastral layers on the land use zoning of the Ilam municipality. It should cover tables, maps and charts showing the numbers of parcels and areas under the different categories of land use zoning and present land use.
- i) The Municipality output maps must be based on Modified Universal Transverse Mercator Projection system and at 1: 10,000 scales. The database and maps should be provided as per the data.

VII. Terms of Reference for the Preparation of Municipal Profile

1. Concept

- a) Preparation of profiles of the Ilam municipality with data base of physical, economic, social, historical, and environmental aspects, and land resource, agriculture, forest, livestock etc.
- b) Classification of land for the formulation of land use plan of Ilam municipality for uses like Agricultural area, Residential area, Commercial area, Industrial area, Forest area etc. as per the land use classification described in land act 2021 (Sixth Amendment).
- c) Sustainable development of the municipality keeping environment balanced with conservation of natural resource.
- d) Classification of agricultural area on the basis of soil types and land capability into maximum advantageous sub-areas of food crops, horticultures, cash crops, fruit/ orchards, and so on.

2. Objective

The main objective of the study is:

To prepare profiles of Ilam Municipality with database on physical, economic, social, historical, and environmental aspects, and land resource, agriculture, forest, livestock etc. together with infrastructures and services for the land use zoning.



3. Scope of Work

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

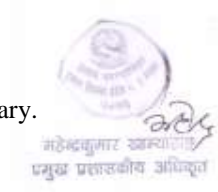
- a) Collect necessary and available data/information from secondary sources such as CBS and Department of Hydrology and Meteorology, DDC and municipality office etc.
- b) Carry out extensive field work to collect necessary data on physical aspect, soils and other land characteristics, agriculture and food production, infrastructures, social and economic condition, heritage, culture, tourism etc.
- c) Study the existing relevant maps, documents and database of the project area.
- d) Discuss the accuracy, reliability and sources of data.
- e) Prepare relevant maps on the themes for the selected municipality at A4 size to keep in the report as specified in the specification that will be provided by NLUP/ Municipality.
- f) Prepare municipal profiles describing physical, economic, social, historical, and environmental aspects, and land resource, agriculture, forest, livestock characteristics together with infrastructures and services for the land use zoning.

4. Brief Methodology for Preparing Profile

Profile has to be prepared by analyzing primary and secondary information' and maps necessary for formulating land use zones for the Ilam municipality. The following contents with the necessary data and information are mandatory for each profile. The reports should be in the standard.

- a. The data to be included are as follows:
 - Naming and origin of the Municipality
 - Location
 - Settlements and administrative units
 - Physiography
 - Geology/geomorphology
 - Drainage/hydrology
 - Terrain
 - Climate
 - Forest and Biodiversity
 - Natural hazard and overall environment
 - Land system, soils, land capability and other land characters
 - Present land use and land use zoning
 - Cadastral data
 - Agriculture and food production
 - Vegetable farming/fruit production
 - Poultry farming/fishing etc.
 - Livestock
 - Access to infrastructure and services
 - Industry
 - Social condition
 - Population characteristics
 - Economic condition
 - Heritage and Culture
 - Tourism
 - Hazard and Risk
- b. The profile has to be prepared keeping in view the environmental friendly perspective for balanced environment and sustainable land development of the municipality.
- c. While preparing profile, the units in the map of geology, soil types, land capability, land use etc. should be analyzed and data about each area should be made available.
- d. Chart, diagram and graphs have to be presented.
- e. Digital or analogue data collected by other institutions should be utilized if necessary.

However, data sources must be mentioned along with the presented data.



VIII. Role and responsibility of different Stakeholders

a. Role of Consultant

- i. Consultant shall be responsible to supply technical personnel and complete consulting work as stipulated in TOR 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 data gathering, ward and municipal level meetings as per requirement.
- ii. Consultant shall remain in Municipality until plan preparation is complete and the plan is submitted to the Steering Committee and the municipality.
- iii. Consultant shall be responsible for making available of logistics including computers, printer, scanner photocopier, and vehicle as stipulated in TOR and bid form for use in the field.
- iv. Consultant shall be responsible for undertaking necessary training programs to municipal as well as departmental technical personnel on GIS and other relevant computer skills that are required in connection to plan preparation and using plan information.
- v. Keep appropriately the records and minutes of the meetings/workshops.
- vi. 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.
- vii. Undertake the task of preparing land use plan in complete as described in this TOR, under the supervision of the team leader.
- viii. The consultant shall accomplish the work in close contact and guidance with the Ilam Municipality Office.

b. Role of Municipality

- i. Municipality shall depute its senior official preferably from the Technical section to coordinate internally and externally in the entire planning process till the completion of plan preparation. Municipality shall also depute the full-time technical officer/ personnel to be associated with the planning team.
- ii. Municipality shall be responsible for forming Steering and (sub) Steering Committees, and organizing steering and (sub) steering committee meetings and other municipal and ward level meetings/workshops as requested by the team leader.
- iii. Municipality shall provide office space for the planning team to work.
- iv. Municipality shall help the planning team to provide and gather data. It may also raise specific planning issues and provide suggestions separately to the planning team.
- v. Municipality shall make the payment of contract amount to the consultant.



IX. Stages of Reports

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

| Stages of Reports | Time Period | Requirements of Report | No of report to be submitted |
|-------------------|--------------------------------------|---|---|
| Inception Report | Within first month of Agreement Date | <ul style="list-style-type: none"> • Criticize and comments on ToR. • Thoroughly understanding of ToR. • Crystallize the Detail Methodology. • Study team interacts with expert and concerned stake holders. | 4 set hard copies |
| Interim Report | At the end of second months | <ul style="list-style-type: none"> • Detailed of Inception Report based on findings of the field. • Preparation of Present Land Use Maps. • Preparation of Soil Maps. • Preparation of Land Capability Maps. • Preparation of Disaster Risk Maps. | 4 set hard copies |
| Draft Report | At the end of third month | <ul style="list-style-type: none"> • Detailed of Interim Report based on findings of the field and comments. • Preparation of Land Use Zoning Maps. • Preparation of Municipal Profile. • Preparation of Superimpose of Cadastral Database. • Presentation of study at Municipality. | 4 set hard copies |
| Final Report | At the end of fourth month | <ul style="list-style-type: none"> • Detailed of Draft Report based on findings of the field and comments. • Incorporate with relevant data, figures, drawings, questionnaires, interviews and other necessary information. | 6 set hard copies with 2 set in color print and 6 sets DVDs |

X. Deliverables:

- Hard copy map of present Land use, soil, land capability, Multi-hazard or Disaster Risk Zone map, land use zoning and cadastral layer superimpose of Ilam municipality - Two copies each in colour.
- Hard copy reports of each theme mentioned in ToR-two copies of Ilam Municipality. Municipality-wise data may differ in scale from 1: 10000, however sheet-wise data must be presented in the scale of :10000.
- Digital database of present Land use, soil, land capability, Hazard Risk area, land use zoning and cadastral layer superimpose (on land use zoning) of concern Municipality-Six copy each in DVD. The database must be in accordance with the data model.

XI. Composition of the Study Team

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

| S.N. | Position | No. of person | Duration in month | Qualification required |
|------|---|---------------|-------------------|---|
| 1 | Urban Planner/ Team Leader | 1 | 2 | At least Master Degree in Urban Planning, City Planning, regional Planning, Land use planning, Infrastructure planning with 5 years working experience after Master degree in the fields of Periodic Plan/ Physical Development plan/ Land Pooling/ Regional Development Plan, Land Use Plan. |
| 2 | Environmental Expert/ Natural Resource manager | 1 | 0.50 | At least Master's degree in Environmental Engineering/ Science/ Natural Resources with 3 years' work experience in related field. |
| 3 | Socio-economies/ Social Scientist | 1 | 0.50 | At least Master's degree in Sociology/ Anthropology/ Economics/ Finance with 3 years' work experience in related field. |

| | | | | |
|---|----------------------------|---|------|---|
| 4 | Geologist | 1 | 0.50 | At least Master's degree in Geological Engineering/ Science with 3 years' work experience in related field. |
| 5 | GIS Expert | 1 | 2.50 | System and Remote Sensing with 3 years' work experience in related field. |
| 6 | Soil Scientist | 1 | 0.50 | Engineering/ Soil Science with 3 years' work experience in related field. |
| 7 | Agriculturist/ Forester | 1 | 0.50 | At least Master's degree in Agricultural Engineering/ Science, Forestry or Integrated Water Shed Management with 3 years' work experience in related field. |
| 8 | Architect/ Planner | 1 | 2.50 | At least Bachelor's degree in Architecture/ Urban Planning with 3 years' work experience in related field. |
| 9 | Sub Engineer (Civil) | 1 | 3.00 | At least Proficiency certificate level or Diploma in Civil engineering with 3 years' work experience in related field. |

XII. Work Schedule

- a) Field survey, observation and preliminary data collection. 3 weeks from date of Agreement.
- b) Primary and secondary data collection. 3 weeks from date of Agreement.
- c) Data processing and analysis. 9 weeks from date of Agreement.
- d) Land Use Plan preparation. 12 weeks from date of Agreement.
- e) Draft report presentation and feedback collection. 15 weeks from date of Agreement.
- f) Final report preparation. 16 weeks from date of Agreement.

XIII. Mode of Payment

The consultant may be paid in four installments.

The no of installments, time period, payment % and no of reports are as follows:

| No of Installment | Time Period | Payment in % of total bid amount | No of report to be submitted |
|--------------------------------------|--------------------------------------|----------------------------------|--|
| First Progress (Inception Report) | Within first month of Agreement Date | 20% | 4 set hard copies |
| Second Progress (Interim Report) | At the end of second months | 30% | 4 set hard copies |
| Third Progress (Draft Report) | At the end of third month | 30% | 4 set hard copies |
| Fourth Progress (Final Report) | At the end of fourth months | 20% | 6 set hard copies with 2 set in color print and 6 set DVDs |



Section 6. Standard Form of Contract



Contract for Consultant Services

For

**Preparation
of
Land Use Plan of Ilam Municipality**

Between

Ilam Municipality Office, Ilam – 2, Bhanupath.
[Client]

And

[Name of the Consultants]

Dated: _____



Form of Contract

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

[Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, [name of consultants] and [name of consultants] (hereinafter called the "Consultants").]"⁴

WHEREAS

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

[Note: Include clause (c) only in donor-funded projects. Otherwise omit.]

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 Request for Proposal (RFP);
- (b) The Term of Reference (ToR);
- (c) The following Appendices: **[Note:** If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services
Appendix B: Reporting Requirement
Appendix C: Key Personnel and Sub consultants
Appendix D: Duties of the Client
Appendix E: Cost Estimates in Local Currency
Appendix F: Form of Guarantee for Advance Payments
Appendix G: Minutes of Negotiations Meetings

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:



⁴ Text in brackets is optional; all notes should be deleted in final text.

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

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

For and on behalf of *[name of client]*

[Authorized Representative]

For and on behalf of *[name of consultants]*

[Authorized Representative]

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

For and on behalf of each of the Members of the Consultants

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

