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C. Submission, Opening and Evaluation

17.1	<p>The Consultants "shall not" have the option of submitting their Proposals electronically.</p>
17.5	<p>The Consultant must submit: (a) Technical Proposal: one (1) original. (b) Financial Proposal: one (1) original.</p>
17.8	<p>The Proposals must be received at the address below no later than: Date: 2082/11/01 Time: 12:00 PM The Proposal submission address is: Aathabis Municipality Office of Municipal Executive, Rakamkarnali, Dailekh.</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: Aathabis Municipality Office of Municipal Executive, Rakamkarnali, Dailekh. Date: 2082/11/01 Time: 1:00 PM</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: Confirmation that invitation to submit proposal was not transferred to another party.</p>
21.1	<p>The evaluation criteria, sub-criteria, and point system for the evaluation are: As per evaluation Committee and as per Approved Evaluation criteria.</p> <p>Technical Evaluation Criteria:</p> <ol style="list-style-type: none">1 General and Specific Experience of the consultants Firm related to the assignment. (15 marks)2 Adequacy of the proposed work plan, methodology in responding to the Terms of Reference. (30 marks)3 Qualification and Experience of the key staff for the Assignment. (45 marks)4 Suitability of the Transfer of knowledge programs or training. (10 marks) <p>Total marks: 100</p> <p>Maximum Technical Marks: 80</p> <p>Maximum Financial Marks: 20</p> <p>The minimum technical score (St) required to pass is: 60 Marks</p> <p style="text-align: right;"><i>[Signature]</i></p>



SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

Selection of Consulting Services for:

“Preparation of Land Use Map of Aathabis Municipality”

Contract No: 01/AM/QCBS/RFP/2082-083

Aathabis Municipality

Office of Municipal Executive

Rakam Karnali, dailekh.

Issued on: 2082/10/13



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Section 1. Letter of Invitation

Open Invitation for All Illegible Firm/Company/Agency.

Dear Mr./Ms.,

Government of Nepal (GoN)/ Aathabis Municipality, Rakam karnali dailekh has allocated fund toward the cost for **"Preparation of Land Use Map of Aathabis Municipality"** and intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued.

The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **"Preparation of Land Use Map of Aathabis Municipality"**. More details on the Services are provided in the Terms of Reference (Section 7).

1. This Request for Proposals (RFP) has been addressed to the interested and illegible all Consultants, Firm/Company/Agency.
2. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
3. A firm will be selected under **QCBS method** and procedures described in this RFP.
4. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract

5. Details on the proposal's submission date, time, and address are provided in Clauses 17.8 of the ITC.

 Chief Administrative Officer

Binod Kumar Majhi

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Section 2. Instructions to Consultants and Data Sheet

1. A. General Provisions

1. Definitions

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

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	<p>member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of consultants, based on the SRFP.</p> <p>(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
2. Introduction	2.1 The Client named in the Data Sheet intends to select a consultant from those listed in the Letter of Invitation, in accordance with the method of selection

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

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	resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments</u> : a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff</u> : a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP. 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in

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	<p>Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<p>6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company; shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>
b. Prohibitions	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p> <p>(c) If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV shall not be eligible to participate in procurement process till the concerned Court has not issued the decision of clearance against the Corruption Charges.</p>
c. Restrictions for public employees	<p>6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).</p>

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3. B. Preparation of Proposals

7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal</p>

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	<p>was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
c. Sub-Contracting	<p>12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet.</p>
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing,</p>

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	<p>or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
14. Preparation of Proposals – Specific Considerations	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated</p>



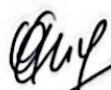
	Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet , and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet .
a. Price Adjustment	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the Nepalese Rupees.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
4. C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and,</p>

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if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

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


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	<p>envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
18. Confidentiality	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
19. Opening of Technical Proposals	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or</p>

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	as indicated in the Data Sheet.
20. Proposals Evaluation	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant's Technical or Financial Proposal.</p>
21. Evaluation of Technical Proposals	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such consultant's proposal shall be excluded during the evaluation.</p>
22. Financial Proposals	<p>22.1 Following the ranking of the Technical Proposals, when the selection is</p>

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<p>for QBS</p>	<p>based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such consultant's proposal shall be excluded during the evaluation.</p>
<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should beat least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's sevaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p>

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	<p>(a) Name and address,</p> <p>(b) Proposed service charge,</p> <p>(c) Discount offered, if any;</p> <p>(d) Description of the discrepancies, if any, between figure and words,</p> <p>(e) Whether the financial proposal is signed or not by authorized representative of consultant,</p> <p>(f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced,</p> <p>(g) Other necessary matters considered appropriate by the Public Entity</p> <p>23.3 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such consultant's proposal shall be excluded during the evaluation.</p>
24. Correction of Errors	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
a. Time-Based Contracts	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>

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b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation. 25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data

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	<p>Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.</p>
a. Availability of Key Experts	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical negotiations	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
c. Financial negotiations	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of</p>

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	Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
29. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
30. Award of Contract	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 If the corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such consultant's proposal shall be excluded during the evaluation.</p>
31. Request for	31.1 A consultant, who has been informed that its technical proposal has been

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Information/ Complaints	<p>considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.</p> <p>In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 0.10 of Financial Proposal with the validity period of at least ninety days from the date of filing of application.</p> <p>31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.</p> <p>31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC, then the Client will clarify and respond within 5 days of receiving such application.</p>
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	<p>31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.</p> <p>31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.</p>
32. Conduct of Consultants	<p>32.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.</p> <p>32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:</p> <ol style="list-style-type: none"> give or propose improper inducement directly or indirectly, distortion or misrepresentation of facts engaging or being involved in corrupt or fraudulent practice interference in participation of other prospective bidders. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract
33. Blacklisting	<p>33.1 Without prejudice to any other rights of the client under this Contract, the Public Procurement Monitoring Office may blacklist a consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ol style="list-style-type: none"> if it is proved that the consultant committed acts pursuant to the



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Clause 32.2 of the ITC,

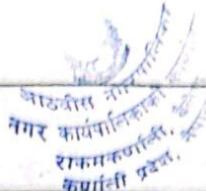
- b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,
- c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is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

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

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

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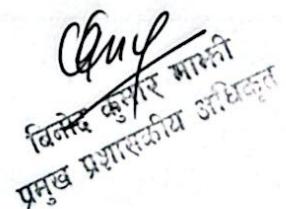
5. E. Data Sheet



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A. General

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



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B. Preparation of Proposals

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


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

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Total marks: 100

Maximum Technical Marks: 80

Maximum Financial Marks: 20

The minimum technical score (St) required to pass is: **60 Marks**

23.1	An online option of the opening of the Financial Proposals is offered: No
23.1 and 23.2	The Client will read aloud only overall technical scores.
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is Not Applicable</p> <p>The official source of the selling (exchange) rate is: Not Applicable</p> <p>The date of the exchange rate is: Not Applicable</p>
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80%, and</p> <p>P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>


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D. Negotiations and Award

28.1	Expected date and address for contract negotiations: Date: To be informed later Address: Aathabis Municipality Office of municipal executive, Rakamkarnali, Dailekh.
30.4	Expected date for the commencement of the Services: Date: 15 days from agreement date.
31.1	NA
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np

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Section 3. Technical Proposal – Standard Forms

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

We hereby declare that:

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

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Form TECH-2
Consultant's Organization and Experience



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

A - Consultant's Organization

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

B - Consultant's Experience

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



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

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

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Description of Actual Services Provided by Your Staff:

Consultant's Name: _____

Arvind Kumar Chaturvedi
विनाद कुमार चतुर्वेदी
प्रमुख प्रशासकीय अधिकृत

FORM TECH-3



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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

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

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

{Suggested structure of your Technical Proposal:

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

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

(Signature)
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FORM TECH-5



WORK SCHEDULE AND PLANNING FOR DELIVERABLES

No	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A}												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5).....												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												
n													

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

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FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

No	Name, Nationality and DOB	Expert's input (in person/month)	per each Deliverable (listed in TECH-5)					Total time-input (in Months)				
			Position	D-1	D-2	D-3	D-...	Home	Field	Total	
KEY EXPERTS												
International												
K-1	{e.g., Mr. Abbabb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]						
			[Field]	[0.5 m]	[2.5]	[0]						
K-2	e.g., Mr. Xxxxxx, USA, 20.04.1969}											
K-3												
National												
n												
Subtotal												
NON-KEY EXPERTS												
N-1			[Home]									
			[Field]									
N-2												

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प्रभाद द्रष्टावर्ती नियुक्ति

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FORM TECH-7



CURRICULUM VITAE (CV)

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

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

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

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

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Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

(i) This CV correctly describes my qualifications and experience

(ii) I am not a current employee of the GoN

(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.

(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment

(v) I am not currently debarred by a multilateral development bank (In case of DP funded project)

(vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for



which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

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

Date: _____

[Signature of expert]

Day/Month/Year

Date: _____

[Signature of authorized representative of the firm]

Day/Month/Year

Full name of authorized representative: _____



Section 4 Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

[Signature]
मिनिस्टर विभाग
राजकीय प्रबन्ध

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM



{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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


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FORM FIN-2 SUMMARY OF COSTS



Mr. S. M. Patil
विनोद कुमार कुम्हेत्त
मुख्य व्यापारिक



Section 5. Eligible Countries

For GoN funded: *[select one option as appropriate]*

For the purpose of National shortlisting: "Nepal";

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Section 6 Corrupt and Fraudulent Practices

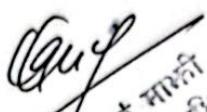
It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or DP) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (iv) "Obstructive practice" means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under Clause GCC 25.2.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

[Signature]
वित्तीय क्रमारूप मार्गी
प्रशासकीय अधिकारी

कानूनी नियमों का
प्रतिनिधित्व करने वाली
संस्था का प्रतीक

- c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.


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आठबीस नगरपालीका
नगर कार्यपालिकाको कार्यालय

राकम कर्णाली, देलेख

आठबीस नगरपालीका
नगर कार्यपालिकाको कार्यालय
राकम कर्णाली, देलेख

आठबीस नगरपालीकाको भूमि वर्गीकरण सम्बन्धी

कार्य क्षेत्रगत शर्त एवम् कार्य विवरण

२०८२, पुण



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१. सारांश

कार्यालयको नाम र ठेगाना	आठबीस नगरपालीका
कार्य अवधि	१० दिन
कामको किसिम	Preparation Of Integrated Land Use Map, Land Classification and Zoning with Risk Mapping.
प्रस्तावना पेश गर्ने तरिका	RFP मार्फत प्रस्तावना आव्हानमा तोकिएको ढाँचामा तयार गरी सार्वजनिक खरिद ऐन २०६३, सार्वजनिक खरिद नियमावली २०६४ बमोजिम तोकिएको समय भित्र आठबीस नगरपालीकाको कार्यालयमा पेश गर्ने।
अन्तिम प्रतिवेदन	भू-उपयोग क्षेत्र वर्गीकरण सम्बन्धी मस्यौदा प्रतिवेदनमा भू-उपयोग परिपदको पृष्ठपोषणलाई समावेश गरी अन्तिम प्रतिवेदन पेश गर्ने।
प्रतिवेदनको भाषा	नेपाली/अंग्रेजी
सम्पर्क	<p>आठबीस नगरपालीका</p> <p>सम्पर्क व्यक्ति :- ई. हेम राज न्यौपाने, ई. प्रकाश गिरी</p> <p>सम्पर्क नम्बर :- ९८६२७४६१७३/९८६२४६८०३७</p> <p>ई-मेल :- eraathabis@gmail.com</p>

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पमुख प्रशासकीय अधिकृत



१.१ पृष्ठभूमि

मानव जगतको जीवन र सम्बृद्धि सुनिश्चित गर्नका लागि भूमिको उचित प्रयोग हुनुपर्दछ भने कुरामा सन्देह छैन। तर भूमिको परिमाण सीमित हुने जनसंख्या र जनचाहना असिमित रूपमा बढौं जाँदा प्रतिव्यक्ति भूमिको मात्रा घटौं जान्छ। जनचाहना परिपूर्ति गर्नका लागि विभिन्न किसिमका योजनाहरु विभिन्न निकायहरूबाट सञ्चालन गरिन्छन्। उत्पादनसँग सम्बन्धित, निर्माणसँग सम्बन्धित तथा संरक्षणसँग सम्बन्धीत जे जस्ता योजनाहरु भए पनि ती सबै मानवीय हितका भूमिमा नै सञ्चालन गरिने हो। तर उत्पादनको अति महत्वपूर्ण साधन "भूमि" को वैज्ञानिक उपयोगमा भने नेपाल धेरै पछाडि छ। खासगरी पछिल्लो समयमा कृषियोग्य जमिनको दुरुपयोग भईरहेको छ। सार्वजनिक र निजी क्षेत्र दुवैले भूमिलाई आफ्नो अनुकूल प्रयोग गर्दै आइरहेका छन्।

जनसंख्या वृद्धिसँगै अहिले नेपालमा कित्ताहरुको संख्या चार करोड भन्दा बढी भएको बताईन्छ। त्यस्तै नयाँ-नयाँ बस्तीहरूको विकास र अन्य पूर्वाधार विकास आयोजनाहरुको विस्तारले प्रकृती र वातावरण माथि थप दबाव सिर्जना भएको छ। उर्वर खेतीयोग्य भूमिहरूमा धमाधम कंक्रिटका संरचनाहरु निर्माण भईरहेका छन्। नेपालको संविधानले कृपिलाई व्यवसायिकरण, आधुनिकीकरण, विविधीकरण गर्नुका साथै भूमि लगायत प्राकृतिक स्रोतको उपयोगलाई सन्तुलित बनाउने नीति लिएको छ। हाम्रो जस्तो अधिकाँश नागरिक कृपिमा निर्भर रहेको देशमा त भू-उपयोग नै सम्बृद्धिको निर्धारक हो भन्दा अत्युक्ति हुँदैन। यस्तो स्थितिमा सामाजिक आर्थिक सम्बृद्धिका लागि भूमिको दिगो र वैज्ञानिक उपयोग नै एउटा उचित विकल्प हुन सकदछ। त्यसैले प्रभावकारी र उचित भू-उपयोग नीति र योजनाको निर्माण तथा त्यसको व्यवहारिक कार्यान्वयन हाम्रो जस्तो देशको लागि अपरिहार्य छ। हामी यस कुरामा जति विलम्ब गछौं त्यति नै त्यसवाट सृजना हुने नकारात्मक परिणामहरूबाट ग्रसित हुनेछौं।

सिमित भूमि श्रोतको उचित उपयोग गर्नको लागि भू-उपयोग योजना आवश्यक हुन्छ। भू-उपयोग योजना निर्माणका लागि भू-उपयोग क्षेत्र वर्गीकरण अनिवार्य छ। नेपाल सरकारले विगत केहि वर्षदेखीको प्रयास पछि स्थानीय तहहरूको विद्मान भू-उपयोगको नक्शा तयार पारेको छ। भू-उपयोगको Zoning नक्शाको सहायताबाट स्थानीय तहको आवश्यकता समेतलाई विचार गरी हरेक कित्ता जग्गाको वर्गीकरण गर्नुपर्ने विषय भू-उपयोग ऐन, २०७६ र भू-उपयोग नियमावली २०७९ ले बाध्यकारी बनाएको छ। भू-उपयोग ऐन, २०७६ ले संघीय, प्रादेशिक र स्थानीय तहमा भू-उपयोग परिषदको व्यवस्था गरेको छ। सोही ऐन बमोजिम स्थानीय तहको, भू-उपयोग परिषदलाई भू-उपयोग क्षेत्र वर्गीकरण गर्न मात्र नभै भू-उपयोग योजना तर्जुमा गरी लागु गर्ने अधिकार एवं दायित्व समेत सुम्पिएको छ।

यस सन्दर्भमा नापी विभागबाट हाल उपलब्ध तथ्याङ्कलाई स्थानीय तहले स्थानीय वास्ताविकता अनुसार ठीक छ छैन रुजु गरी भूवनोट, क्षमता, उपयुक्तता र आवश्यकता समेतका आधारमा भू-उपयोग क्षेत्र वर्गीकरण गरी भूमि प्रशासन एवं भू-उपयोगलाई व्यवस्थित बनाउनु पर्नेछ।

१.२ वर्गीकरणको औचित्य

राज्यको सीमित भूमि र भूमि श्रोतको वैज्ञानिक एवं समुचित उपयोग र प्रभावकारी व्यवस्थापनबाट दिगो सामाजिक, आर्थिक विकास गर्न नेपाल सरकारले भू-उपयोग नीति, २०७२ लागू गरेको छ। भू-उपयोग नीतिको प्रभावकारी कार्यान्वयनको लागि भू-उपयोग ऐन, २०७६ र भू-उपयोग नियमावली, २०७९, जारी भैसकेको छ। भू-उपयोग ऐन, २०७६ ले समग्र आर्थिक, सामाजिक, वातावरणीय विकास लगायतका विषय समेटी स्थानीय तहमा भू-उपयोग योजना तर्जुमा गरी कार्यान्वयन गर्नुपर्ने व्यवस्था गरेको छ। त्यसैगरी भू-उपयोग नियमावली २०७९ ले स्थानीय तहको भू-उपयोग क्षेत्र वर्गीकरण र भू-उपयोग योजना तर्जुमा गरी कार्यान्वयन गर्नुपर्ने व्यवस्था गरेको छ। स्थानीय सरकार सञ्चालन ऐन, २०७४ मा पनि स्थानीय स्तरमा भू-उपयोग योजना तर्जुमा गरी कार्यक्रमहरू सञ्चालन गर्ने विषय समावेश छ।

७५३ वटै स्थानीय तहको भू-उपयोग क्षेत्र वर्गीकरण गर्न अत्यावश्यक भू-उपयोग नक्सा तथा सोसाँग सम्बन्धित तथ्याङ्कहरू नापी विभागबाट तयार भैसकेको छ। भौगोलिक सूचना प्रणाली (GIS) प्रविधिबाट तयार गरिएका उक्त नक्साहरूको प्रयोग गरी भू-उपयोग क्षेत्र वर्गीकरण गर्ने कार्य आफैमा जटिल प्रकृतिको र चुनौतीपूर्ण समेत रहेको छ। प्रचलित कानुनहरूले भू-उपयोग क्षेत्र वर्गीकरण र भू-उपयोग योजना तर्जुमा गर्ने कार्य स्थानीय तहहरूको अधिकारक्षेत्र भिन्न राखेको भए पनि हाल स्थानीय तहहरूको क्षमता विश्लेषण गर्दा केही बाहेक अधिकांश स्थानीय तहको प्राविधिक क्षमता अपर्याप्त छ। यस प्रकार भू-उपयोग क्षेत्र वर्गीकरण गर्ने विषय स्थानीय तहहरूका लागि जटिल भएकोले सबै स्थानीय तहहरूलाई यस सम्बन्धी कार्यमा प्राविधिक दिशानिर्देशको खाँचो छ।

भू-उपयोग क्षेत्र वर्गीकरण कार्यको मुख्य उद्देश्य उपलब्ध भूमि र भूमि स्रोतको समुचित उपयोग र व्यवस्थापन गर्न भू-उपयोग ऐनले तोके वमोजिमका क्षेत्रहरूमा आवश्यकता अनुसार वर्गीकरण गरी सहभागीता मूलक ढङ्गबाट विस्तृत भू-उपयोग योजना तर्जुमा गर्ने कार्यलाई आधार तयार गर्ने रहेको छ। भू-उपयोग क्षेत्र वर्गीकरण गर्ने र भू-उपयोग योजना तर्जुमा गर्ने कार्य नेपालको सन्दर्भमा नितान्त नयाँ, निकै चुनौतीपूर्ण, उच्च तहको प्राविधिक एवम् योजना तर्जुमाको व्यावहारिक ज्ञान आवश्यक छ। यस प्रकारको जनशक्ति र क्षमताको विकास भर्खरै स्थापित भएका प्रदेश र स्थानीय तहहरूमा उपलब्ध भई सकेको छैन। अतः भू-उपयोग क्षेत्र वर्गीकरणका लागि आठबीस नगरपालीका ले परामर्श सेवा खरिद गर्नुपर्ने भएकाले यो कायदिश तयार पारिएको हो।

१.३ उद्देश्यहरू

भू-वनोट, क्षमता तथा उपयुक्तता, एवम आवश्यकताका आधारमा नापी विभागबाट उपलब्ध भू-उपयोग नक्शा तथा तथ्याङ्कहरूको सहायतामा तयार गरिने भू-उपयोग क्षेत्र वर्गीकरणका मुख्य उद्देश्यहरू निम्न अनुसार छन्।



(क) विद्यमान भू-उपयोगलाई न्यायोचित एवम उपयुक्तताको आधारमा कृपि, आवास, व्यवसायिक, वन लगायत १० विभिन्न वर्गमा विभाजन गर्ने।

(ख) खाद्य असुरक्षा तथा वातावरणीय विनास (भूमि, वायु र जल) जस्ता चूनौतिहरु सृजना हुन नदिन भूमिको अव्यवस्थित प्रयोग नियन्त्रण गर्ने।

(ग) भईरहेका एवम अब विकास हुने वस्तीहरुलाई स्वच्छ, सुन्दर एवम् सुरक्षित बनाउन व्यवस्थित वस्ती विकासका योजनाहरु तयार गर्न सहयोग पुर्याउने।

यसका विशेष उद्देश्यहरु निम्न छन्:-

(क) स्थानीय तहमा भू-उपयोग क्षेत्रहरुको वर्गिकरण देखि अनुमोदन तथा स्वीकृत गराउने चरणसम्म आवश्यकता अनुसार विभिन्न बैठक तथा समूहगत छलफलहरु आयोजना गर्ने।

(ख) हाल उपलब्ध भू-उपयोग क्षेत्र सम्बन्धी नक्शा र कित्ता अध्यारोपण (क्याड्रल सुपरइम्पोज) एवम स्थलगत अध्ययनका आधारमा स्थानीय तहमा भू-उपयोग क्षेत्र वर्गीकरण सम्बन्धी निर्णय गर्ने।

(ग) कित्ता नापी हुंदाको साविकको स्थानीय निकायमा हाल उपलब्ध भू-उपयोग क्षेत्र नक्शा एवम कित्ता अध्यारोपण एवम हालको अवस्था समेत विश्लेषणको आधारमा प्रत्येक कित्ताको वर्गिकरण गर्ने।

(घ) भू-उपयोग क्षेत्रमा सम्पूर्ण कित्ता जग्गा मिलान वा सूचिकृत गर्ने र सबै आवश्यक तथ्याङ्क एवम अभिलेखहरु राख्न र तिनलाई चलाउन सधाउने।

(ङ) तोकिएको स्थानीय तह भित्र भू-उपयोग क्षेत्रलाई भू-उपयोग नियमावली २०७९ ले तोके वमोजिम क्षेत्र हरुमा वर्गीकरण गर्ने।

भू-उपयोग नियमावली, २०७९ ले व्यवस्था गरे वमोजिम भू-उपयोग क्षेत्र नक्शा तथा विवरण प्राप्ति आठवीस नगरपालीकामा गठन भएको स्थानीय भू-उपयोग परिषद्ले ऐन वमोजिम भू-उपयोग क्षेत्र वर्गीकरण गर्दा देहायका कुरालाई विचार गर्नु पर्नेछः

(क) स्थानीय आवश्यकता (आठवीस नगरपालीका तथा अन्य निकाय तथा व्यक्तिका योजनाहरु समेतका आधारमा)

(ख) प्राप्त भू-उपयोग क्षेत्र नक्शा एवम् तथ्याङ्कहरु

(ग) नियममा उल्लिखित भू-उपयोग क्षेत्र वर्गीकरणका आधार, मापदण्ड र क्षेत्रफल।

- > वर्गीकरण गरिएको भू-उपयोग क्षेत्रलाई सम्बन्धित स्थानीय भू-उपयोग परिषद्ले आवश्यकता र औचित्यको आधारमा भू-उपयोग उपक्षेत्रमा वर्गीकरण गर्न सक्नेछ।
- > भू-उपयोग क्षेत्र वर्गीकरण गरिसकेपछि स्थानीय भू-उपयोग परिषद्ले सोको विवरण, प्रदेश भू-उपयोग

परिपद् र संघीय भू-उपयोग परिपदमा पठाउनु पर्नेछ।

- नियममा जुनसुकै कुरा लेखिएको भए तापनि ऐन बमोजिम प्रदेश वा स्थानीय तहले अन्य कुनै भू-उपयोग क्षेत्रमा वर्गीकरण गर्नुपर्ने भएमा वर्गीकरणमा समावेश गर्नुपर्ने क्षेत्र र सोको भौगोलिक विवरण समेत खुलाई संघीय भू-उपयोग परिपदमा सहमतिको लागि लेखी पठाउनु पर्नेछ।

१.४ अध्ययन क्षेत्र

आठबीस नगरपालिका कर्णाली प्रदेश अन्तर्गत पर्ने दैलेख जिल्लामा अवस्थित छ र यस परामर्श कार्यको अध्ययन क्षेत्रको रूपमा निर्धारण गरिएको छ। नेपाल सरकारको मिति वि.सं. २०७३ फागुन २६ गतेको निर्णय अनुसार साविकका ६ वटा गाविसहरू (साताला, सिंगौडी, राकम्पकर्णाली, पिपलकोट, सिंहासैन र तिलेपाटा) लाई एकआपसमा गाभी संघीय पुनर्संरचना आयोगको प्रतिवेदन बमोजिम मिति २०७३ फागुन २७ गतेदेखि आठबीस नगरपालिका गठन गरिएको हो। संघीय संरचनापश्चात गठन भएको यस नगरपालिकामा हाल ९ वटा वडा रहेका छन् र यसको प्रशासकीय कार्यालय वडा नं.४ राकम्पकर्णाली क्षेत्रमा अवस्थित छ।

क) स्थान र पहुँचयोग्यता

काठमाडौं बाट दूरी : - करिब ६५० कि.मि.

नजिकको विमानस्थल (सुखेत विमानस्थल) : करिब १२० कि.मि. दूरीमा अवस्थित, जसले क्षेत्रीय हवाई पहुँच प्रदान गर्दछ।

नजिकको प्रमुख राजमार्ग (कर्णाली राजमार्ग) : आठबीस नगरपालिका कर्णाली राजमार्गसँग प्रत्यक्ष रूपमा जोडिएको छ, जसले सुखेत, जुम्ला तथा कर्णाली क्षेत्रका अन्य जिल्लाहरूसँग आवागमन सहज बनाएको छ। यद्यपि यी यातायात सञ्चालहरूले नगरपालिकालाई आधारभूत पहुँच उपलब्ध गराए पनि, भौगोलिक दुर्गमता र सडक अवस्थाका कारण उच्चस्तरीय सेवा, बजार तथा प्रशासनिक पहुँचका लागि सुखेत र नेपालगञ्ज जस्ता क्षेत्रीय केन्द्रहरूमाथि निर्भरता कायम रहेको देखिन्छ।

ख) क्षेत्रफल र जनसंख्या

आठबीस नगरपालिकाको कुल क्षेत्रफल करिब १६८ वर्ग कि.मि. रहेको छ। वि.सं. २०६८ सालको राष्ट्रिय जनगणना अनुसार यहाँको कुल जनसंख्या २९,२२७ रहेको छ, जसमा १४,४८४ जना पुरुष र १४,४४३ जना महिला रहेका छन्। जनघनत्व राष्ट्रिय औसतको तुलनामा कम देखिए पनि पहाडी भू-भागअनुसार वस्तीहरू छारिएर फैलिएका छन्। कुल भू-भागको करिब ७७.३२ प्रतिशत (१२,९८९.५४ हेक्टर) क्षेत्र बनजंगलले ढाकेको छ।

ग) भौतिक स्वरूप तथा भौगोलिक अवस्था

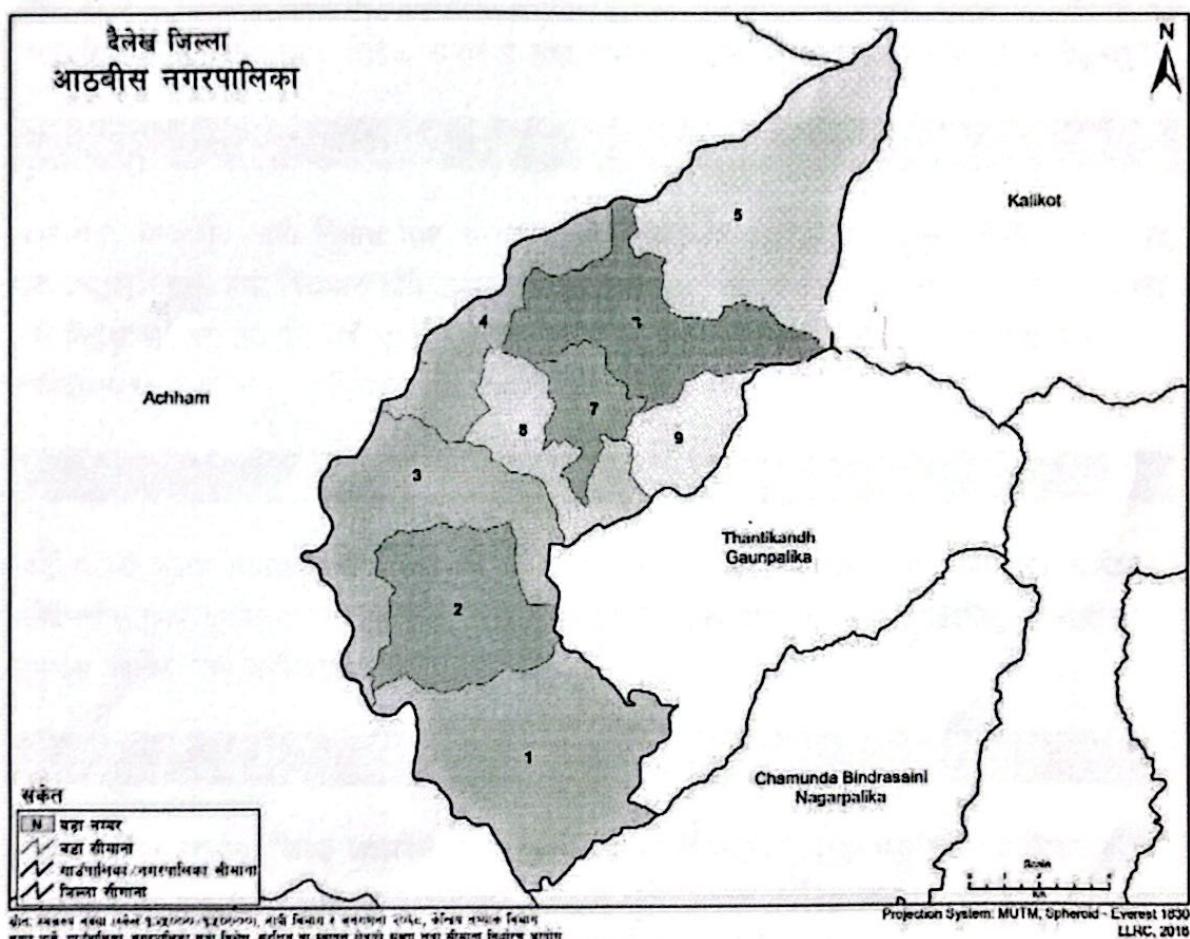
आठबीस नगरपालिका नेपालको मध्य-पहाडी क्षेत्र भित्र पर्दछ। यहाँको उचाइ समुद्र सतहबाट करिब ६१५ मिटरदेखि २,००० मिटरसम्म फरक-फरक रहेको छ। भू-भाग ढाँडाकाँडा, भिरालो जमिन, खोंच तथा नदी



किनारका समधर टार र दुनहरूको मिश्रण रहेको छ । नगरपालिकाभित्र कर्णाली नदी तथा प्रशस्त खोलानालाहरू प्रमुख जलस्रोतका रूपमा रहेका छन् । भिरालो भू-भाग, भू-क्षय, पहिरो तथा बाढीको जोखिमका कारण यहाँ जोखिम-संवेदनशील भूमि उपयोग योजना अत्यन्त आवश्यक देखिन्छ ।

घ) सामाजिक-आर्थिक महत्त्व

आठबीस नगरपालिका कृषि, पशुपालन, वन पैदावार, साना व्यापार तथा स्थानीय सेवामा आधारित अर्थतन्त्र भएको क्षेत्र हो। यहाँ मुख्यतया क्षेत्री, ब्राह्मण, ठकुरी, दलित (कामी, दमाई), मगर तथा अल्पसंख्यक वादी समुदायको बसोबास रहेको छ। धार्मिक रूपमा हिन्दू, बौद्ध, इसाई तथा मुस्लिम समुदायको सहअस्तित्व पाइन्छ। राकम कर्णली, रामाघाट, दुनीबगर र खिइकी जिउला क्षेत्रहरू स्थानीय व्यापारिक केन्द्रका रूपमा विकसित हुँदै गएका छन्। कर्णली राजमार्गसँगको पहुँचले व्यापार, पर्यटन, कृषि तथा पशुपालन विकासमा अवसर सिर्जना गरे तापनि सीमित पूर्वाधार, भौगोलिक कठिनाइ र वैदेशिक रोजगारीतर्फको वसाइँसराइका कारण भूमि उपयोगमा दबाव बढ्दो अवस्थामा छ। त्यसैले दिगो, समावेशी तथा जोखिम-आधारित भूमि उपयोग व्यवस्थापन आठबीस नगरपालिकाको दीर्घकालीन विकासका लागि अत्यावश्यक देखिन्छ।



9

विनोद कुमार मार्की
प्रमुख प्रशासकीय अधिकृत



१.५ कार्यविधि

यस परामर्श सेवाअन्तर्गत आठबीस नगरपालिका, दैलेख को भूमि उपयोग योजना तथा भूमि उपयोग वर्गीकरण तयार गर्ने परामर्शदाताले व्यवस्थित, वैज्ञानिक तथा सहभागितामूलक कार्यविधि अवलम्बन गर्नेछ। सम्पूर्ण कार्य भूमि उपयोग नीति, २०७२, भूमि उपयोग ऐन, २०७६, भूमि उपयोग नियमावली, २०७९, तथा अन्य सम्बन्धित राष्ट्रिय कानून र मापदण्डअनुसार सञ्चालन गरिनेछ। योजना तर्जुमा प्रक्रियाका सबै चरणमा विपद्, संवेदनशीलता र जोखिम (Risk-Sensitive Approach) लाई एकीकृत गरिनेछ, र नगरपालिकासँग निरन्तर समन्वय कायम गरिनेछ।

१.६ नीतिगत तथा साहित्य समीक्षा

परामर्शदाताले भूमि उपयोग नीति, २०७२; भूमि उपयोग ऐन, २०७६; भूमि उपयोग नियमावली, २०७९; स्थानीय सरकार सञ्चालन ऐन, २०७४ तथा बन, कृषि, पशुपालन, जलाधार व्यवस्थापन र विपद् जोखिम न्यूनीकरणसँग सम्बन्धित क्षेत्रगत नीति तथा योजनाहरूको समीक्षा गर्नेछ। साथै राष्ट्रिय विकास योजना तथा जलवायु परिवर्तन सम्बन्धी मार्गदर्शक दस्तावेजहरूको अध्ययन गरी योजना राष्ट्रिय प्राथमिकता र लक्ष्यसँग एकरूपता गरिनेछ। लैङ्गिक समानता तथा सामाजिक समावेशीकरणलाई विशेष ध्यान दिइनेछ।

१.६.१ तथ्यांक संकलन तथा फिल्ड अध्ययन

सम्बन्धित मन्त्रालय, नापी विभाग तथा अन्य सरकारी निकायहरूबाट उपग्रह तस्विर, टोपोग्राफिक डाटा, क्याडास्ट्रल नक्सा तथा विद्यमान भूमि उपयोगसम्बन्धी तथ्यांक संकलन गरिनेछ। साथै GPS/DGPS प्रयोग गरी फिल्ड सर्वेक्षण सञ्चालन गर्दै बस्ती, पूर्वाधार, कृषि क्षेत्र, बन, सिमसार, सार्वजनिक जग्गा तथा सांस्कृतिक सम्पदाहरूको प्रमाणीकरण गरिनेछ।

१.६.२ जोखिम मूल्यांकन तथा GIS विश्लेषण

बाढी, पहिरो, भूक्षय, आगलागी तथा जलवायु जोखिमका आधारमा जोखिम नक्सा तयार गरिनेछ। प्रकोप र संवेदनशीलताको एकीकृत विश्लेषण गरी जोखिम/संवेदनशील GIS डाटाबेस विकास गरिनेछ, जसलाई भूमि उपयोग जोनिङ तथा वर्गीकरणमा प्रयोग गरिनेछ।

१.६.३ भूमि उपयोग नक्साङ्कन तथा जोनिङ

उपग्रह तस्विर व्याख्या, फिल्ड अध्ययन तथा GIS विश्लेषणको आधारमा १:१०,००० स्केलमा विद्यमान भूमि उपयोग नक्सा र १:५,००० तथा १:२,५०० स्केलमा भूमि उपयोग जोनिङ नक्सा तयार गरिनेछ। भूमि उपयोग नीति, २०७२ अनुसार जोन तथा उप-जोनहरू निर्धारण गरिनेछ।

१.६.४ सरोकारवाला परामर्श तथा प्रमाणीकरण

नगरपालिका, बडा तह, विषयगत कार्यालय तथा समुदायका प्रतिनिधिहस्तांग परामर्श, कार्यशाला तथा प्रस्तुति कार्यक्रम सञ्चालन गरिनेछ। प्राप्त सुझाव तथा प्राविधिक राय समावेश गरी मस्योदा योजना परिमार्जन गरिनेछ।

१.६.५ अन्तिम प्रतिवेदन तथा प्रतिफल

सुझाव समेटी अन्तिम भूमि उपयोग योजना, भूमि उपयोग वर्गीकरण, जोनिङ नक्सा, जोखिम-संवेदनशील ओभरले तथा GIS डाटाबेस सहित विस्तृत प्राविधिक प्रतिवेदन तयार गरिनेछ। अन्तिम प्रतिवेदन तथा नक्साहरू ३ प्रति हार्डकपी र १ प्रति डिजिटल कपीका रूपमा नगरपालिकालाई बुझाइनेछ।

१.७ भू-उपयोग क्षेत्र वर्गीकरणको तयारी

- (१) नापी विभागबाट स्थानीय तह अनुसार तयार भएका भू-उपयोग नक्सा र तथ्याङ्कहरु प्राप्त भए/नभएको एकीन गरी प्राप्त नभएको भए नापी विभागसँग सो विवरण माग गर्ने। नापी विभागले स्थानीय तहलाई उपलब्ध गराएको विधमान भू-उपयोग नक्शा र भूमि सम्बन्धी तथ्याङ्क सङ्कलन गर्ने।
- (२) भू-उपयोग वर्गीकरण गर्न आवश्यक कित्ता सम्बन्धि डाटा तथा तथ्याङ्क तथा यसका प्रतिलिपिहरु स्थानीय तहले नापी कार्यालय, नापी विभागबाट सङ्कलन गर्नुपर्दछ। स्थानीय तहले उक्त नक्सा तथा डाटा परामर्शदातालाई उपलब्ध गराउनु पर्नेछ।
- (३) तुलना गर्न सकिने मान (स्केल) मा कित्ता अध्यारोपण गर्ने र उपलब्ध कित्ता नक्शासँग तुलना गर्ने। सम्बन्धित स्थानीय तह बाट नक्सा र तथ्याङ्क उपलब्ध भएपछि ती तथ्याङ्कको महत्व, उपयोगिता, प्रयोग विधि लगायत विषयमा सम्बन्धित नीति निर्माताहस्तका लागि कार्यशाला एवम अन्तरक्रिया गर्ने।
- (४) आठवीस नगरपालीका का पदाधिकारी, मालपोत कार्यालयका प्रतिनिधी र नापी कार्यालयका प्रतिनिधी एवम् अन्य सरोकारवाल पक्षहस्तांग आवश्यकता अनुसार बैठक तथा समूहगत छलफल गर्ने।
- (५) आठवीस नगरपालीका बाट निम्नलिखित तथ्याङ्क/सूचना तथा नक्शाहरु सङ्कलन गरिनेछ।
 - भू-उपयोग क्षेत्र सम्बन्धी डिजिटल डाटा तथा नक्शा।
 - स्थानीय तहको पाश्वचित्र।
 - भू-उपयोग क्षेत्र सम्बन्धी जि.आई.एस. डाटा र भू-उपयोग क्षेत्रमा कित्ता अध्यारोपण (क्याडस्ट्रल सुपरइम्पोज) डाटा।

१.८ स्थानीय आवश्यकता पहिचान

- (१) भू-उपयोग क्षेत्र निर्धारण गर्नुअघि सम्बन्धित स्थानीय तहले स्थानीय भू-उपयोग परिषद मार्फत आफ्नो क्षेत्रभित्रको सम्पूर्ण जग्गाको विशेषता सहित विस्तृत सूचना वा जानकारी हाँसिल गर्नुपर्दछ।

- (२) आफ्नो स्थानीय तहमा के/कस्तो भू-उपयोग क्षेत्र कायम गर्न उपयुक्त हुने हो सोको एकीन गर्नुपर्छ । यसको लागि विज्ञ परामर्शदाताले सहयोग गर्ने ।
- (३) प्रत्येक बडामा बडा अध्यक्षको नेतृत्वमा बडा सदस्यहरू, किसानहरू, विभिन्न राजनीतिक दलका प्रतिनिधिहरू, सम्बन्धित विषयगत क्षेत्रमा कार्यरत सरकारी वा गैरसरकारी संस्थाका प्रतिनिधि, नागरिक समाजका प्रतिनिधि लगायतसँग छलफल परामर्श गर्ने ।
- (४) छलफलबाट प्राप्त राय सुझावहरूसहितको प्रतिवेदन स्थानीय भू-उपयोग परिषदमा पेस गर्ने ।
- (५) यदि ऐनले गरेको व्यवस्था अनुसारका ९ बटा क्षेत्रभित्रबाट वर्गीकरणको आवश्यकता पूरा नहुने रहेछ भने १० औं क्षेत्र अर्थात आवश्यकता अनुसार तोकिएको अन्य क्षेत्र अन्तर्गत वर्गीकरण गर्न स्थानीय भू-उपयोग परिषद्ले निर्णय गरी सहीय भू-उपयोग परिषदमा अनुरोध गरी पठाउन सुझाव दिने ।

१.९ भू-उपयोग नक्शा तथा तथ्याङ्क अध्ययन एवम् विश्लेषण

- (१) नापी विभागबाट प्राप्त भू-उपयोग नक्शा र तथ्याङ्कहरू अध्ययन गर्ने ।
- (२) नापी विभागबाट प्राप्त भू-उपयोग नक्शा यदि हालसालै तयार भएको र स्थानीय तहको फिल्डको वास्तविकतालाई शुद्धसँग नक्साङ्कन गरिएको छ र सो नक्सामा गरिएको भू-उपयोग क्षेत्र वर्गीकरण स्थानीय तहको माग र आवश्यकता पूर्ति गर्ने अवस्थाको छ भने सोही नक्शा तथ्याङ्क प्रयोग गर्ने ।
- (३) नक्शा तथ्याङ्क हालसालै तयार गरिएको भए तापनि फिल्डको वास्तविकतालाई शुद्धसँग नक्साङ्कन गरिएको छैन भन्ने स्थानीय तहलाई लागेमा त्यस नक्शा तथ्याङ्कमा के/कस्तो सुधार संशोधन गर्नुपर्ने हो, सो पहिचान गर्ने ।

१.१० भू-उपयोग क्षेत्र वर्गीकरण

- (१) भू-उपयोग क्षेत्र वर्गीकरण गर्दा भू-उपयोग ऐन, २०७६ को दफा (४) बमोजिम हुनेगरी सम्बन्धित स्थानको भू-बनोट भूमिको क्षमता तथा उपयुक्तता, भूमिको मौजुदा उपयोग र आवश्यकता समेतका आधारमा भूमिलाई कृषि क्षेत्र, आवासीय क्षेत्र, व्यवसायिक क्षेत्र, औद्योगिक क्षेत्र, खानी तथा खनिज क्षेत्र, वन क्षेत्र, नदी, खोला, ताल, सिमसार क्षेत्र, सार्वजनिक उपयोगको क्षेत्र, सांस्कृतिक तथा पुरातात्त्विक महत्वको क्षेत्र, लगायत आवश्यकता अनुसार तोकिएका अन्य क्षेत्रमा वर्गीकरण गर्ने ।
- (२) भू-उपयोग वर्गीकरण सम्बन्धी प्राविधिक स्पेसिफिकेसन, भू-उपयोग क्षेत्रको न्यूनतम क्षेत्रफल लगायत विषयहरू सम्बन्धि नापी विभागले तोके बमोजिमको स्पेसिफिकेसन अनुसार गर्ने ।
- (३) स्थानीय विशेषतालाई सम्बोधन गर्न उल्लेखित भू-उपयोग क्षेत्रहरू भित्रबाट मात्र सम्भव नभएको स्थानीय भू-उपयोग परिषद्लाई लागेमा परिषद्ले निर्णय गरी स्थानीय आवश्यकता अनुसार अन्य क्षेत्रमा वर्गीकरण गर्न प्रदेश भू-उपयोग परिषद मार्फत सहीय भू-उपयोग परिषदमा अनुरोध गरी पठाउन सहजीकरण गर्ने ।
- (४) यसरी कुनै स्थानीय तहमा थप भू-उपयोग क्षेत्र कायम गर्ने गरी सहीय भू-उपयोग परिषद्ले निर्णय गरेमा सोको सूचना सर्वसाधारणको जानकारीका लागि प्रकाशित गर्ने ।



(५) उल्लिखित कुनै भू-उपयोग क्षेत्रमध्ये आवश्यकता अनुसारका उपक्षेत्र राख्युपर्ने आवश्यकता र औचित्य देखिएमा सम्बन्धित स्थानीय भू-उपयोग परिषद् आफैले निर्णय गरी उपक्षेत्र कायम गर्न र वर्गीकरण गर्न सक्छ। उदाहरणका लागि कृषि क्षेत्रलाई अन्न बाली, नगदे बाली, फलफूल, पशु पालन, मत्स्यपालन जस्ता उपक्षेत्रमा, आवासीय क्षेत्रलाई व्यक्तिगत आवास, सामूहिक आवास, मिश्रित आवास जस्ता उपक्षेत्र, सार्वजनिक उपयोगको क्षेत्रलाई समेत आवश्यकताअनुसार विभिन्न उपक्षेत्रमा वर्गीकरण गर्न सकिने छ।

(६) यसरी उपक्षेत्र कायम गर्न आवश्यक आधार र मापदण्ड सम्बन्धित स्थानीय भू-उपयोग परिषद्ले निर्धारण गर्न सक्छ।

(७) उपक्षेत्र वर्गीकरणका आधार, मापदण्ड वर्गीकरण विधिका सम्बन्धमा स्थानीय भू-उपयोग परिषद्ले सम्बन्धित परामर्शदाता एवम विज्ञसँग समेत आवश्यक छलफल र परामर्श गर्न सक्नेछ।

२. वर्गीकरणका आधार

(१) नापी विभागबाट प्राप्त भू-उपयोग नक्सा तथ्याङ्कहरू र स्थानीय आवश्यकताका आधारमा भूमि वर्गीकरण गर्ने।

(२) कुनै भू-उपयोग क्षेत्रको सिमाना वा चौहदमा प्राप्त नक्सामा भन्दा फरक किसिमले वर्गीकरण भएमा वा नयौ भू-उपयोग क्षेत्र थप भएमा वा कुनै भू-उपयोग क्षेत्रमध्ये विभिन्न उपक्षेत्रहरू निर्धारण हुने गरी वर्गीकरण भएमा नक्सा तथ्याङ्क अद्यावधिक गर्ने।

(३) यसरी वर्तमान भू-उपयोग नक्सा माथि सम्बन्धित स्थानको समान मान नापको कित्ता नापीको नक्सासँग ओभरल्याप गरी कित्ता नापी र भू-उपयोग क्षेत्र निर्धारणको सुपरइम्पोज नक्सा तयार गर्ने।

(४) उक्त नक्सा र तथ्याङ्कका आधारमा कुन कित्ता कुन भू-उपयोग क्षेत्रमा परेको छ र उक्त कित्ता कुन जग्गा धनीको हो सो खुल्ने गरी विवरण तयार गर्ने।

(५) भू-उपयोग क्षेत्र वर्गीकरण गरी नक्सा तयार गर्दा कुनै कित्ता जग्गा दुई वा दुई भन्दा बढी भू-उपयोग क्षेत्रमा पर्न गएको देखिएमा उक्त कित्ताको ५० प्रतिशत वा सो भन्दा बढी भाग जुन भू-उपयोग क्षेत्रमा परेको छ सोही भू-उपयोग क्षेत्र कायम गर्ने।

(६) यदि भू-उपयोग क्षेत्र वर्गीकरण कित्ता अद्यारोपणमा भएको भन्दा वास्तविक फिल्डमा धेरैनै फरक परेको छ भने यस्तो कित्ता र त्योसँग सम्बन्धित भू-उपयोग क्षेत्र वर्गीकरणलाई टिपोट गर्ने र स्थानीय तहलाई संशोधनका लागि जानकारी गराउने।

(७) फिल्डमा रुजु गरिएका प्रत्येक जग्गाका कित्ताहरूलाई उचित किसिमको भू-उपयोग क्षेत्रमा वर्गीकरण गरिने छ।

(८) फिल्डमा प्रमाणीकरण र कित्ता अद्यारोपण नक्शाको आधारमा सबै कित्ता जग्गाको कित्तामा आधारित वर्गीकरण सूची बनाउने जस्ते कित्ताको लागि भू-उपयोग क्षेत्र वर्गीकरण निर्दिष्ट गर्दछ।

(९) कित्ता अद्यारोपणमा राम्रोसँग वर्गीकरण गरिएका र फिल्डको वास्तविकतासँग हुवहु मिलेका कित्ता जग्गालाई वर्गीकरणको लागि सिफारिस गर्ने।

दिनोद कुमार मार्की
प्रमुख प्रशासकीय अधिकृत

(१०) भू-उपयोग क्षेत्र वर्गीकरण कार्यक्रमका लागि भू-उपयोग क्षेत्रमा गता सुनिश्चित हुनुपर्नेछ। तोकिएको स्थानीय तहमा भू-उपयोग क्षेत्र वर्गीकरण सम्बन्धी कार्यक्रमको बारेमा स्थानीय तहलाई जानकारी दिइनेछ र उनीहरूसँग वसी सो कार्य सम्पन्न गर्नुपर्नेछ।

(११) स्थानीय बलब, सामुदायिक संघसंस्था, शिक्षक, सामाजिक कार्यकर्ता, नागरिक समाज, जेष्ठ नागरिक, आमा समूह आदिको सहयोग लिन सकिनेछ।

३. भू-उपयोग क्षेत्र वर्गीकरणको सूचना

- (१) भू-उपयोग क्षेत्र वर्गीकरण पश्चात् कुन कित्ता कुन भू-उपयोग क्षेत्रमा परेको छ। कसरी भू-उपयोग क्षेत्र वर्गीकरण भएको छ। के/कति किसिमका भू-उपयोग क्षेत्र वा उपक्षेत्र कायम भएका छन्। सो सम्बन्धी लिखित सूचना स्थानीय तहले सम्बन्धित वडा कार्यालय, मालपोत कार्यालय, नापी कार्यालयमा प्रकाशन गर्नुपर्नेछ।
- (२) भू-उपयोग क्षेत्र वर्गीकरणको महत्व तथा सरोकारवालाको भूमिकाका विषयमा गोष्ठी, समा, सम्मेलन आदि आयोजना गरी सरोकारवालाहरूलाई जानकारी गराउने।

४ गुनासो र उजुरी

- (१) आफ्नो कित्ता जग्गालाई दिईएको भू-उपयोग क्षेत्र वर्गीकरणमा यदि कसैलाई चित नबुझेमा उनीहरूबाट लिखित वा मौखिक रूपमा निवेदन सङ्कलन गर्ने काममा सहयोग पुर्याउनु पर्दछ र यसमा स्थानीय तहलाई उचित प्रक्रियाद्वारा अद्यावधिक गर्न सहयोग पुर्याउने।
- (२) स्थानीय तहलाई भू-उपयोग क्षेत्र वर्गीकरण नक्शा जाँच गर्न र रुजु गर्न सहयोग पुर्याउने। स्थानीय तहले आफ्ना नागरिका गुनासाहरूलाई सम्बोधन गर्ने क्रममा पुनः फिल्ड प्रमाणीकरण वा निरीक्षण गर्न सिफारिश गर्न सकदछ।
- (३) आफ्नो कित्ता जग्गाको लागि तोकिएको भू-उपयोग क्षेत्र वर्गीकरण माथि सहमत हुन नसकी दिईएको निवेदनको प्रतिलिपि लगायका संपूर्ण दस्तावेज स्थानीय तहलाई बुझाउने।
- (४) यस्तो किसिमको गुनासो वा उजुरीमाथि स्थानीय तहले वार्ता, छलफल र आपसी परामर्श था मध्यस्थता मार्फत सम्बोधन गर्न आठबीस नगरपालीका लाई सहयोग पुर्याउने।

४.१ गुनासो सुनुवाई

- (१) स्थानीय तहमा लिखित वा मौखिक रूपमा परेको गुनासो वा उजुरी सम्बोधन गर्न स्थानीय भू-उपयोग परिषद्ले गरेको आवश्यक पहलमा सहयोग पुर्याउने।
- (२) यस्तो पहलकदमीबाट कुनै प्राविधिक वा अन्य मानवीय कारणले त्रुटि भएको देखिएमा स्थानीय भू-उपयोग परिषद्ले सच्याउन सिफारिस गर्न सक्छ।
- (३) परिषद्को सिफारिसलाई कार्यपालिकाले स्वीकृत वा अनुमोदन गरी सम्बन्धित पक्षको गुनासो सम्बोधन गर्न सकिनेछ।
- (४) यसै क्रममा अदालतमा उजुरी परिसकेको भए अदालतको निर्णय नै अन्तिम हुनेछ।



५.१ परामर्शदाता छनोट विधि

भू-उपयोग क्षेत्र वर्गीकरणका लागि परामर्शदाता संस्था छनोट गर्दा निम्न विधि तथा प्रक्रिया अवलम्बन गरिनेछ।

(क) परामर्शदाताले आठबीस नगरपालीका लाई सम्बोधन गरी आर्थिक तथा प्राविधिक प्रस्ताव पेश गर्नु पर्नेछ। आवेदक सेवा प्रदायक संस्थाले एकलै वा एक भन्दा बढीको सहकार्य (Joint Venture) मा RFP पेश गर्न सक्नेछ। प्राप्त आर्थिक तथा प्राविधिक प्रस्तावहरूको गुणस्तर र लागतका आधारमा विक्षेपण गरी परामर्शदाता छनोट गरिनेछ। आठबीस नगरपालीका मा भू-उपयोग क्षेत्र वर्गीकरणका लागि योग्यता क्रममा परेका परामर्शदाता संस्थाहरूसँग आठबीस नगरपालीका ले समझौता गर्नेछ।

(ख) कार्य प्रारम्भ गर्नु भन्दा पहिला परामर्शदाताले आठबीस नगरपालीका मा गर्नुपर्ने कार्यको योजना (Work Plan) बनाई छलफलबाट अन्तिम रूप दिई अगाडि बढाउनु पर्नेछ।

(ग) भू-उपयोग क्षेत्र वर्गीकरण कार्यको गुणस्तर सुनिश्चितताका लागि अनुगमन र आवधिक मूल्याङ्कन हुन सक्नेछ। परामर्शदाताले आठबीस नगरपालीका का पदाधिकारीसँग निरन्तर निकटतम समन्वय कार्य गर्नु पर्नेछ।

(घ) भू-उपयोग क्षेत्र वर्गीकरणको अन्तिम दस्तावेज (विद्युतीय तथा भौतिक ३/३ प्रति) आठबीस नगरपालीका मा बुझाउनु पर्नेछ।

५.२ प्रतिवेदन

परामर्शदाताले निम्नानुसारको कार्य सम्पन्न गरी तोकिएको मिति भित्र आठबीस नगरपालीका मा बुझाउनु पर्नेछ:

प्रतिवेदन	समावेश गर्नु पर्ने विवरण, तथ्याङ्क र कागजातहरू	समय सीमा
१	प्रारम्भिक प्रतिवेदन	आठबीस नगरपालीका सँग समन्वय गरी भू-उपयोग क्षेत्र वर्गीकरणका लागि गरिने छलफल सम्बन्धी मिति, कार्यतालिका, विज्ञ टोली परिचालनको विवरण, तथ्याङ्क सङ्कलनका लागि प्रयोग गरिने फाराम आदिको विवरण
२	मस्यौदा प्रतिवेदन	भू-उपयोग क्षेत्र वर्गीकरणलाई "स्थानीय भू-उपयोग परिषद्" समक्ष पेश गरि आवश्यक पृष्ठपोषण एवम सल्लाह सुझाव लिने
३	अन्तिम प्रतिवेदन पेश गर्ने, मस्यौदा प्रतिवेदन माथि "स्थानीय भू-उपयोग परिषद्" ले दिएको पृष्ठपोषण र सुझाव समावेश गरी "भू-उपयोग क्षेत्र वर्गीकरण" को अन्तिम प्रतिवेदन स्थानीय तहलाई उपलब्ध गराई तोकियक निकायहरू सँग समन्वय गरि सहजीकरण गर्नुपर्नेछ।	कार्यथालनी भएको मितिले ९० दिन

५.३ अपेक्षित उपलब्धी

आठबीस नगरपालीका लाई विकासको रूपमा सबल र सम्बृद्ध बनाउन भू-उपयोग क्षेत्र वर्गीकरण भएको हुनेछ। तयार भएको दस्तावेज प्रिन्टसँगै डिजिटल (Word, Excel, PDF or other agreed format) मा आठबीस नगरपालीका लाई उपलब्ध गराउनु पर्नेछ। यसका अपेक्षित उपलब्धीहरु निम्न हुनेछन्:

- (क) स्थानीय तहका जनप्रतिनिधिहरू, कर्मचारीहरू सबैले भू-उपयोग क्षेत्र वर्गीकरणका विषयमा आधारभूत जानकारी हासिल गरेका हुनेछन्।
- (ख) सहभागितामुलक विधिद्वारा सूचना र तथ्याङ्कमा आधारित तर्क्युक्त भू-उपयोग क्षेत्र वर्गीकरणको दस्तावेज तयार भएको हुनेछ।
- (ग) भू-उपयोग क्षेत्र वर्गीकरणको माध्यमले स्थानीय तहमा नयाँ सम्भावनाहरूको पहिचान सहित आठबीस नगरपालीका ले गर्नुपर्ने सुधार रणनीति सहितको योजना तयार भई कार्यान्वयनमा आउनेछ।

५.४ परामर्शदाताको योग्यता

भू-उपयोग क्षेत्र वर्गीकरण गर्न इच्छुक फर्मको न्यूनतम योग्यता निम्नानुसार हुनु पर्नेछ।

- (क) भू-उपयोग क्षेत्र वर्गीकरण सम्बन्धि कार्य अथवा भू-उपयोग नक्सा तथा डाटा तयार गर्न सम्बन्धि कार्यको अनुभव हुनुपर्नेछ।
- (ख) संस्था विधिवत दर्ता भई नविकरण भएको हुनपर्नेछ।
- (ग) कायदिशमा उल्लेख भएका जनशक्ति उपलब्ध हुनुपर्नेछ।
- (घ) नेपाल सरकारको नियमानुसार मूल्य अभिवृद्धि करमा दर्ता भएको हुनुपर्नेछ।
- (ङ) आ.व. २०८१/०८२ को करचुक्ता प्रमाण पत्र/कर चुक्ताको लागि म्याद थप गरिएको हुनुपर्नेछ।
- (च) संस्था कालो सूचीमा नपरेको स्वघोषणा पत्र पेश गर्नुपर्नेछ।

५.५ जनशक्ति

परामर्श सेवा प्रदान गर्ने आवेदक सेवा प्रदायकले निम्नानुसारको विज्ञ टोलीको व्यवस्था एवम परिचालन गर्नु पर्नेछ।

क्र. सं.	पद	संख्या	अनुमानित कार्य अवधि	न्यूनतम योग्यता तथा अनुभव	प्रमुख जिम्मेवारी
1	Team Leader	1	80	Master's in Geology/Urban or Regional Planning; at least 3 years,	Lead and coordinate the assignment; finalize methodology and work plan; ensure compliance



				experience leading land-use and zoning studies.	with the ToR and quality standards; manage schedule, risks, and stakeholders; lead zoning and planning standards; chair review meetings; approve deliverables and oversee knowledge transfer.
2	GIS Expert	1	60	Master's in Remote Sensing, GIS, or Geoinformatics; at least 3 years' relevant experience.	Set up the geodatabase and data standards; develop the classification scheme; run spatial analyses; prepare maps and figures; maintain metadata and version control; provide GIS training and hand over all datasets in agreed formats.
3	Geomatics Engineer	1	70	Bachelor's in Geomatics Engineering; at least 3 years' relevant experience.	Plan and supervise field data collection (GNSS/survey); manage imagery and preprocessing; ensure correct coordinate systems; perform digitizing and topology checks; carry out field verification; prepare accurate base maps.
4	Environmental Expert / Natural Resource Manager	1	30	Bachelor's in Environmental Engineering/Science/ Natural Resources (or equivalent); at least 3 years' experience.	Prepare the environmental baseline; map sensitive and protected areas; check compliance with environmental requirements; recommend mitigation and conservation measures; integrate environmental inputs into zoning proposals.

5	Socio-economist / Social Scientist	1	30	Bachelor's in Sociology, Economics or related field; at least 3 years' experience.	Prepare the socio-economic baseline; plan and conduct consultations; address inclusion and gender aspects; assess social impacts; reflect community inputs in the plan; support communication and grievance handling.
6	Agriculturist / Forester	1	30	Bachelor's in Agriculture or Forestry (or equivalent); at least 3 years' experience.	Assess land capability and crop suitability; map natural resources; identify conservation and buffer areas; recommend climate-smart/agro-forestry practices; advise on agricultural and forest land-use zoning.
7	Civil Engineer	1	56	Bachelor's in Civil Engineering; at least 3 years' experience.	Inventory existing infrastructure and services; review rights-of-way and corridors; check feasibility of proposed land uses; support field verification; provide inputs on infrastructure layout and phasing.


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५.६ कार्य तालिका

क्र.सं.	कार्य विवरण	समयावधि
१	Field survey, observation and preliminary data collection.	सम्झौता मितिले ३ हसा
२	Primary and secondary data collection.	सम्झौता मितिले ४ हसा
३	Data processing and analysis.	सम्झौता मितिले ५ हसा
४	Land Use Plan preparation.	सम्झौता मितिले ६ हसा
५	Draft report presentation and feedback collection.	सम्झौता मितिले ८ हसा
६	Final report preparation.	सम्झौता मितिले १३ हसा

६ भुक्तानी प्रक्रिया

भू-उपयोग क्षेत्र वर्गीकरण वापतका भुक्तानी प्रक्रिया परामर्शदाता र आठवीस नगरपालीका विचम्भएको सम्झौता बमोजिम हुनेछ। भुक्तानी प्रक्रिया-सम्झौतामा उल्लेखित रकमको भुक्तानी गर्दा निम्न अनुसारको क्रियाकलाप सम्पन्न पश्चात किस्तामा रकम भुक्तानी गरिने छ:

- परामर्शदाताले आर्थिक प्रस्तावमा तोकिए अनुसारको शीर्षकमा रकम प्रस्ताव गर्न सक्नेछन्। यस बजेटले परामर्शदाताले प्रयोग गर्नु पर्ने जनशक्तिको तलब, भत्ता, आवास खर्च, यातायात, तथ्याङ्क सङ्कलन खर्च, कार्यशाला सञ्चालन खर्च, प्रशासनिक खर्च लगायतका सम्पूर्ण खर्च समेट्ने छ।
- परामर्शदाताले प्रस्ताव गरेको रकममा नेपाल सरकारको नियमानुसार लाग्ने मूल्य अभिवृद्धि कर तथा अन्य कर समेत समावेश गरिएको छ। प्रचलित कानुन मुताविक र सम्झौतामा उल्लेख भए बमोजिम ३ किस्तामा रकम भुक्तानी गर्न सकिनेछ।
- पहिलो किस्ता वापत कुल सम्झौता रकमको ३०% (प्रतिशत) रकम परामर्शदाताले सम्झौतामा हस्ताक्षर गरेर कार्यक्षेत्रगत शर्त बमोजिमको नियमानुसार प्रारम्भिक प्रतिवेदन सहित तोकिए बमोजिम कार्य सम्पादनको आधारमा कार्य प्रगति प्रतिवेदन पेश गरे पछि प्राप्त गर्न सक्नेछ।
- दोस्रो किस्ता वापत कुल सम्झौता रकमको बढीमा ४०% (प्रतिशत) रकम परामर्शदाताले मस्यौदा प्रतिवेदन पेश गरेर सम्पूर्ण कार्य सम्पन्न गरी मस्यौदा प्रीतवेदन पेश गरे पश्चात् दिन सकिनेछ।



(ड) तेस्रो तथा अन्तिम किस्ता बापत कुल समझौता बमोजिमको भुक्तानी हुन बाँकी ३०% (प्रतिशत) रकम परामर्शदाताले अन्तिम प्रतिवेदन सम्बन्धित स्थानिय, प्रदेश तथा संघीय कार्यालय बाट आवश्यक समन्यन तथा सहकार्य गरि प्रमाणीकरण गरेपछि परामर्शदाता लाई भुक्तानी गर्न सक्नेछ।

(च) कार्यक्रम कार्यान्वयन तथा सम्पादन गर्दा नेपाल सरकारको नियमानुसार लाग्ने कर तिर्ने दायित्व सम्बन्धित परामर्शदाताको हुनेछ।

(छ) परामर्शदातालाई समझौता बमोजिमको रकम भुक्तानी गर्दा बैंक मार्फत गरिनेछ।

७ गुणस्तर सुनिश्चितता

भू-उपयोग क्षेत्र वर्गीकरण सम्बन्धी कार्यक्रम सम्बन्धित स्थानीय तहको पूर्ण स्वामित्व सुनिश्चित गर्दै कार्यान्वयनमा पनि लैजानु पर्ने भएकाले यो कार्यको आठबीस नगरपालीका बाट निरन्तर अनुगमन गरिनेछ। सेवाप्रदायक कम्पनी/फर्म/संस्थाले आठबीस नगरपालीका बाट अनुगमनका क्रममा दिएका सुझावहरूको पालना गर्नु पर्नेछ।

८ विविध

(क) यस कायदिशमा उल्लेख नभएका अन्य कुराहरू सार्वजनिक खरिद ऐन, २०६३ र नियमावली, २०६४ (संशोधन सहित) तथा अन्य प्रचलित नेपालको कानुन बमोजिम हुनेछ।

(ख) आठबीस नगरपालीका तथा बडाको सिमाना परामर्शदाताले फेरवदल गर्न पाउने छैनन्।

(ग) बडा विभाजनको नापी विभागले उपलब्ध गराएको नक्सा र स्थानीय यथार्थतामा भिन्नता देखिएमा त्यसलाई कानुन सम्मत ढङ्गले समाधान गर्ने काम आठबीस नगरपालीका स्वयंको हुनेछ।

(घ) भू-उपयोग ऐन, २०७६ मा उल्लेखित अवस्थामा बाहेक निर्धारित भू-उपयोग क्षेत्र वर्गीकरण परिवर्तन गर्न पाइनेछैन।

(ङ) भू-उपयोग क्षेत्र वर्गीकरण गर्दा भूमि व्यवस्था, सहकारी तथा गरिवी निवारण मन्त्रालयले तयार पारेको भू-उपयोग नक्शा तथ्याङ्कलाई आधार बनाउनु पर्नेछ।

Om Y
विताद कुनार मासी
प्रमुख प्रशासकीय अधिकृत