

Airawati Rural Municipality Office of the Rural Municipal Executive Baraula, Pyuthan, Lumbini Province

# **Request for Proposal**

# Title: RBM-2077/78-CS-01

**Consulting Services** 

For

Initial Environmental Examination (IEE) of Sustainable Collection and Extraction of Boulder, Gravel and Sand from Jhimruk River and Madi River of Airawati Rural Municipality, Pyuthan



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### Section 1. Letter of Invitation

Dear Intrested Consultants

- 1. Airawati Rural Municipality, Office of the Rural Municipal Executive has allocated fund towards the cost of **Consulting services for Initial Environmental Examination (IEE) of Jhimruk River and Madi River, of Airawati Rural Municipality, Pyuthan** and intends to apply a portion of this fund to eligible payments under this Contract.
- Airawati Rural Municipality now invites proposals to provide consulting services for Initial Environmental Examination (IEE) of Jhimruk River and Madi River, of Airawati Rural Municipality, Pyuthan more details on the services are provided in the attached Terms of Reference.
- 3. The Request for Proposal (RFP) has been addressed to interested and eligible consultants **under invitation of proposal (SUCHANA NO: 11)**
- 4. A consultant will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP.
- The RFP includes the following documents: Section 1 - Letter of Invitation Section 2 - Information to Consultants Section 3 - Technical Proposal - Standard Forms Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference
- 6. Please inform us, upon receipt:
  - (a) that you received the letter of invitation; and
  - (b) whether you will submit a proposal alone or in association/JV.

Yours sincerely, Chief Administrative Officer Office of the Rural Municipal Executive, Airawati Rural Municipality Baraula, Pyuthan, Lumbini Province

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#### Section 2. Information to Consultants

This Information to Consultants section shall not be modified. Any necessary changes, acceptable to client (GoN) or the Donor, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.
- 1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.
- 1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.6 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
  - a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.
  - b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
- 1.7.2 Any previous or ongoing participation in relation to the

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

- 1.8 It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or Donor Agency) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:
- a. defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the borrower of the benefits of free and open competition.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.
- 1.9 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.8 (d).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
  - 2.2 At any time before the submission of proposals, the Client may,

2. Clarification and Amendment of RFP Documents

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

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- 3. Preparation of Proposal
  - Technical Proposal
- 3.1 Consultants are requested to submit a proposal Sub Clause 1.2 written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
  - i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.
  - ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
  - iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.
  - v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - vi. Reports to be issued by the consultants as part of this assignment must be in the language(*s*) as specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
  - i. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the client, location and duration of the assignment, contract amount, and consultant's involvement.
  - ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

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- iii. A description of the methodology and work plan for performing the assignment (Section 3D).
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- v. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last ten (10) years.
- vi. Estimates of the total staff input (Professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- vii. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- viii. Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.
- 3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including (a) remuneration for staff (, in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.
  - 3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.
  - 3.8 Consultants shall express the price of their services in Nepalese Rupees.
  - 3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.
  - 4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any

Financial Proposal

4. Submission, Receipt, and Opening of

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such corrections must be initialed by the persons or person who sign(s) the proposals.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE**."
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client's\_Procurement Unit until all submitted proposals are opened publicly.
- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.
- 5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
  - 5.4 In the case of Quality-Based Selection, the highest ranked

5. Proposal Evaluation General

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

consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.

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Public Opening and Evaluation of Financial Proposals (CBS Only)

> Public Opening and Evaluation of Financial Proposals (QCBS, FBS,LCBS<u>)</u>

- 5.5. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.
- 5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.
- 5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.
- 5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*St*) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sf x P%. The consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 6. Negotiations 6.1 Negotiations will be held at the address indicated in the Data

Sheet. The aim is to reach agreement on all points and sign a contract.

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- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods. For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.
- 6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered, then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.
- **7. Award of Contract** 7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.
  - 7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub Clause 7.1 and believes that the Client has

committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Sub Clause 7.1.

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- 7.3 If the review application is not received by the Client pursuant to Sub-Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.
- 7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.
- 7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application
- 7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days, then the applicant can file a complaint to the Review committee within 7 days.
- 7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.
- 7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.
- 9.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.
- 9.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:
  - a. give or propose improper inducement directly or indirectly,
  - b. distortion or misrepresentation of facts
  - c. engaging or being involved in corrupt or fraudulent practice
  - d. interference in participation of other prospective bidders.
  - e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
  - f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
  - g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of

8. Confidentiality

9. Conduct of Consultants

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#### award of contract

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

- a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,
- b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,
- c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.
- e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,
- f) other acts mentioned in the Data Sheet or SCC
- 10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GON and or the concerned donor agency.

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# Information to Consultants

#### 11. Data Sheet

Clause Reference	
1.1	The name of the Client is: <b>Airawati Rural Municipality</b> The method of selection is: <i>QCBS</i>
1.2	The name, objectives, and description of the assignment are: Name: <b>Initial Environmental Examination (IEE) of Jhimruk River and Madi River, of Airawati Rural Municipality, Pyuthan</b> Objectives: <b>As per TOR</b> Description: <b>As per TOR</b>
1.3	A pre-proposal conference will be held: <i>No</i> The name(s), address(es), and telephone numbers of the Client's official(s) are: Name: <b>Airawati Rural Municipality, Office of the Rural Municipal Executive</b> Address: Baraula, Pyuthan District, Lumbini Province Telephone No.: 9857833023/9863119776 Email: airawatirm@gmail.com
1.4	The Client will provide the following inputs: <b>As per TOR</b>
1.10	The clauses on fraud and corruption in the Contract <i>are:</i> As per PPMO guidelines and prevailing procurement laws
2.1	Clarifications may be requested <b>7 (seven)</b> days before the submission date The address for requesting clarifications is: <b>Office of the Rural Municipal Executive, Airawati</b> <b>Rural Municipality, Pyuthan, Lumbini Province, Nepal</b>
3.1	Proposals should be submitted in the following language(s): <i>English/Nepali</i>
3.3	Short listed consultants may associate with other short listed consultants: <i>No</i> The estimated number of professional staff-months required for the assignment is: <b>As per TOR</b> The minimum required experience of proposed professional staff is: <i>As per TOR</i> Reports that are part of the assignment must be written in the following language(s): <i>English</i> <i>or Nepali (Executive Summary should be submitted in English as well as Nepali)</i>
3.4	Training is a specific component of this assignment: <i>No</i> Additional information in the Technical Proposal includes: <b>Please refer TOR</b>
3.9	Proposals must remain valid for <b>45</b> days after the submission date
4.3	Consultants must submit one original copy of each proposal
4.4	The proposal submission address: Office of the Rural Municipal Executive, Airawati Rural Municipality, Pyuthan, Lumbini Province, Nepal Information on the outer envelope should also include: Initial Environmental Examination (IEE) of Jhimruk River and Madi River, of Airawati Rural Municipality, Pyuthan
4.5	Proposals must be submitted no later than: 2077.07.04 12:00 AM
5.1	The address to send information to the Client is: Office of the Rural Municipal Executive, Airawati Rural Municipality, Pyuthan, Lumbini Province, Nepal

5.3	The nu	umber of points to be given under each of the evaluation criteria are:	-	6606
	S.N.	A. Evaluation Criteria for Technical Proposal Max Score : 100	Score	Detail
	1.	Consultant's specific experience Max Score: 10	12	
	2.	Methodology and Work Plan in Responding to TOR Max Score: 25	25	
	3	Qualification and technical competence of the proposed key staff for the assignment.MaxScore : 60	55	
	3.1	<b>Physical Development Expert/Team Leader</b> Master's degree in civil/ Geo-tech/Hydrology/Environmental/water resource engineering with more than 3 years' experience/ Proved experience having completed at least three IEE.	18	
	3.2	<b>Environmental Expert</b> <b>Environment</b> M.Sc. in Environmental science with minimum experience of 3 years from Master degree in relevant field or environment engineer/ Proved experience having completed at least three IEE.	15	
	3.3	<b>Civil Engineer/Geologist</b> Bachelor in Civil/Geo-tech engineering with minimum experience of 3 years in relevant field/ Proved experience having completed at least three IEE.	12	
	3.4	<b>Socio-Economic Expert :</b> Master's degree in Sociology/Economics with minimum experience of 3years from master's degree in relevant field/ Proved experience having completed at least three IEE.	10	
	4.	Transfer/Sharing of Knowledge. Max Score : 5	8	
		Maximum points to be awarded = 100 Minimum points to secure to qualify = 60		
5.10	Sf=10 the pro- The w	rmula for determining the financial scores is the following: $00 \times Fm/F$ , in which <i>Sf</i> is the financial score, <i>Fm</i> is the lowest price and oposal under consideration reights given to the Technical and Financial Proposals are: T (Technic of P (Financial Proposal) = <b>0.2</b>		-
6.1		dress for negotiations is: of the Rural Municipal Executive, Airawati Rural Municipality, Baraula, Pyuth	an	
7.6		signment is expected to commence on : <b>2077/07/15</b> pected that the assignment shall be completed within 15 days of contract sig	ned.	

## Section 3. Technical Proposal - Standard Forms

- 3A. Technical Proposal Submission Form
- 3B. Consultant's References
- 3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Client
- 3D. Description of the Methodology and Work Plan for Performing the Assignment
- 3E. Team Composition and Task Assignments
- 3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff
- 3G. Time Schedule for Professional Personnel
- 3H. Activity (Work) Schedule



### 3A. Technical Proposal Submission Form

[Location, Date]

#### To: *Airawati Rural Municipality Office of the Rural Municipal Executive Baraula, Pyuthan, Lumbini Province*

#### Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Initial Environmental Examination (IEE) of Jhimruk River and Madi River, of Airawati Rural Municipality, Pyuthan* in accordance with your Request for Proposal dated *[Date]*. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

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### 3B. Consultant's References

Relevant Services Carried Out That Best Illustrate Qualifications

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

Assignment Name:							
	Professional Staff Provided by Your Consultant/Entity(pro files):						
	No. of Staff:						
Address:							
Completion Date (Month/Year):	Approx. Value of Services NRs						
ts, If Any:	No. of Months of Professional Staff Provided by Associated Consultants:						

Name of Senior Staff, Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:

Narrative Description of Project: :( Actual assignment. nature of activities performed and location)

Description of Actual Services Provided by Your Staff:

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

# **3C.** Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be Provided by the Client

On the Terms of Reference:

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

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

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

# 3D. Description of the Methodology and Work Plan for Performing the Assignment

# 3E. Team Composition and Task Assignments

1. Technical/Managerial Staff										
Name	Position	Task								

2. Support Staff
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Name	Position	Task

# 3F. Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position:	
Name of Consultant:	
Name of Staff:	
Profession:	
Date of Birth:	
Years with Consultant/Entity:	
Nationality:	
Membership in Professional Societies:	
Detailed Tasks Assigned:	

#### Key Qualifications:

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

#### Education:

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

#### **Employment Record:**

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

#### **Certification:**

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

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

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

Full name of staff member: \_\_\_\_\_\_ Full name of authorized representative: \_\_\_\_\_\_ 2066606602

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																Subtotal (1)
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<b>A.</b> F	ield Investi	igation an	d Study	Iten	IS											

# 3G. Time Schedule for Professional Personnel

	[1st, 2nd, etc. are Days from the start of assignment.]													
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10t h	11t h	12t h		
Activity (Work)														

#### **B**. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Draft Report	
3. Final Report	

# Section 4. Financial Proposal - Standard Forms

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

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### 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location. Date]

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To: *Airawati Rural Municipality Office of the Rural Municipal Executive Baraula, Pyuthan, Lumbini Province* 

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Initial Environmental Examination (IEE) of Jhimruk River and Madi River, of Airawati Rural Municipality, Pyuthan* in accordance with your Request for Proposal dated *[Date]*. Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is inclusive of the local taxes except Value Added Tax (VAT), which we have estimated at *[Amount(s) in words and figures]*.

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

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

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



# 4B. Summary of Costs

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

# 4C. Breakdown of Price per Activity

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

# 4D. Breakdown of Remuneration per Activity

Activity No			Name:		
Names	Position	Input person-Day	Remuneration Rate (Rs.)	Amount	
Grand Total					

# 4E. Reimbursable per Activity

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

No.	Description	Unit	Quantity	Unit Price (Rs)	Total Amount In Rs.
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			P		22066106	[02
1. 2. 3.	Local transportation costs Office rent/accommodation Clerical assistance	month	Lump sum Lump sum Lump sum	5 TT 19		
	Grand Total					

#### 4F. Miscellaneous Expenses

Activ	ity No Activity	Name:			
No.	Description	Unit	Quantity	Unit Rate	Total Amount
1	Communication cost	month	.0		
2	Drafting, reproduction of reports	No.	.0		
3	Equipment: vehicles, computers, etc.	month	.0		
	Grand Total				

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# Section 5 Terms of Reference

- 5A. Introduction
- 5B. Rationale
- 5C. Objectives
- 5D. The Scope of the Services
- 5E. Task Description
- 5F. Guidelines
- 5G. Data Processing and Impact Evaluation
- 5H. Report Preparation and Submission
- 5I. Client's Proposed Composition of Staff
- 5J. Duration and Reporting Requirements
- 5I. Payment Schedule

Terms of Reference of The The The Terms

# Initial Environmental Examination (IEE) of Sustainable Collection and Extraction of Boulder, Gravel and Sand from Jhimruk River and Madi River, of Airawati Rural Municipality, Pyuthan

### 1. Introduction

This Terms of Reference (ToR) is prepared to conduct Initial Environmental Examination (IEE) of and around Rapti River in Airawati Rural Municipality for the sustainable extraction of sand, gravel and boulders. An IEE is mandatory in order to evaluate the immediate and long term environmental consequences due to the proposed activity around the specified area.

'Local Government Operation Act 2074' Part 3, Article 11(2) d(6) has provisioned the right to collect revenue from the selling and export of sand, gravel, boulder and related resources available within the territory of Rural Municipality by the Local Government. However, IEE is essential to allow the selling and export of sand, gravel and boulder from the specified rivers in accordance with 'Environment Protection Act 2076 B.S.' (EPA), 'Environment Protection Regulation 2076 B.S.' (EPR), 'Forest Act 2049 B.S.', 'Mine and Minerals Act 2042 B.S.', 'Directive on IEE for the Act of Collection and Extraction of River Products in the District Level 2077 B.S.', Decision of different level government and executing body regarding the extraction of river products, and all the relevant laws.

Office of the Rural Municipal Executive, Airawati Rural Municipality has allocated fund for the consultancy service on IEE in and around the affected areas of Jhimruk and Madi River to ensure the sustainable use of sand, gravel and boulders deposited by the rivers. Therefore, this ToR is prepared as per the existing statutory provisions made by the Government of Nepal regarding the preservation of environment and the nature.

### 2. Rationale

Irrational human activities have been the major threats against the ecological balance of nature. Safe human habitat and the habitat of all other organisms can only be guaranteed by the rational use of natural resources without disturbing the natural balance, haphazard use and extraction of sand and gravel from the rivers may hamper the natural balance and the ecosystem around. Therefore, IEE is a scientific study of the possible negative consequences and the mitigating measures related with human intervention on rivers and river systems.

### 3. Objectives

The key objective of this ToR is to carry out IEE in the specified regions as per the laws, rules and regulations stipulated by the Government of Nepal/Lumbini Province and Airawati RM to ensure the sustainable use of sand, gravel and river products. Other specific objectives are:

- ✓ to study existing environmental condition of the specified locality in terms of physical biological, socio-economic and cultural aspects,
- ✓ study the trend of changes in overall dimensions of environment,
- ✓ identify environmental problems generated by the extraction of river products,

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- $\checkmark$  identify the significant ecological agendas that may rise due to the proposed activity,
- ✓ predict and evaluate the future consequences due to the proposed activity and
- ✓ recommend practical and site specific environment development and monitoring plan.

#### 4. The Scope of the Work

The major scope of the work includes IEE recommending environmental safeguarding measures, environmental screening, field visits, consultation with the local government authority and stakeholders and environmental monitoring and management plan. The study should be carried out within the range of the affected area by the rivers. Typically, the scope of the work includes the following key areas:

#### (i) **Physical Environment**

- ✓ slope instability and soil erosion due to excessive extraction of sand and gravel in haphazard way
- ✓ disruption of natural flow of water
- ✓ flood damage risk study
- ✓ degradation of air quality due to increasing vibration and noise
- ✓ changes in water quality
- ✓ change in land use due to the change in river course
- ✓ noise pollution
- ✓ overall assessment of potential cumulative environmental impacts

#### (ii) **Biological Environment**

- ✓ loss of flora and fauna
- ✓ loss of habitat, conservation areas, government, community or private forest or greenery
- ✓ impacts on wildlife, birds and insects
- impacts on endangered species both plants and animals
  risks on holistic ecological balance
- (iii) Socio-economic and Cultural Environment
  - ✓ loss of agricultural land
  - ✓ inundation of human settlements and private properties
  - $\checkmark$  loss of public properties like schools, playgrounds, bus parks, bridges, trails, hospitals, roads etc.
  - ✓ impacts on cultural religious and archeological sites
  - ✓ impacts on the livelihood pattern of the local people

#### 5. **Task Description**

The overall procedure of conducting IEE includes the compliance of all the existing relevant laws, rules and regulations including:

#### Literature review (i)

Preliminary study and analysis of the project area on the basis of the secondary information, relevant maps, rules, laws, policies strategies guidelines, by-laws and related other will be an important segment of the project.

#### (ii) **Public Notice**

A 15-day notice shall be published in a national daily newspaper after consultation with the Rural Municipal Executive, DCC Officials, local people of the affected areas and concerned all. Comments, feedbacks and recommendations received by the concerned all shall be incorporated in the IEE report.

(iii) Field Survey

The expert team with the local government authority and the stakeholders will conduct a thorough field survey to gather primary information or baseline data and data on existing environmental hazards and the future risks. The field survey shall include:

- (a) Walk-through survey
- (b) Interaction and meeting with the municipal executive members
- (c) Interaction and meeting with local stakeholders
- (d) Site observation
- (e) Baseline information collection on
  - Physical environment
  - Biological environment
  - Socio-economic environment
  - Cultural environment

#### 6. Guidelines

The proposed IEE shall abide by the existing "Directive on Initial Environmental Examination for the Act of Collection and Extraction of River Products in the District Level 2077 B.S." developed by MoFALD./ Airawati Rural Municipality.

### 7. Data Processing and Impact Evaluation

All the data collected or reviewed regarding physical, biological and socio-economic survey will be analyzed using simple mathematic computation methods, and presented in the appropriate tabular form and charts. Impacts will be analyzed and predicted using the standard methods. Qualitative information will also be interpreted as per the requirement. Identified and predicted impacts shall be evaluated considering existing policies, laws and guidelines. Judgment of experts will play an important role in evaluating the impacts on physical, biological, social and cultural environment.

# 8. Report Preparation and Submission

A draft IEE report will be prepared in Nepali language. The reports shall include maps, graphs, photographs, tables and matrix. Relevant documents and studies prepared will also be incorporated in the annexes. Environmental Management Plan will also be prepared and findings from this study will be incorporated. The IEE report will be prepared incorporating comments and suggestions received from stakeholders and interested individuals before and after the issuance of the public notice.

# 9. Client's Proposed Composition of Staff

#### i) Study Team Composition and Input:

The team shall consist of the following professionals and support staff for preparation of IEE.

Position	Man-Day		Total (MD)	Domoriza	
Position	Office	Field	Total (MD)	Remarks	
Physical Development Expert	2	5	7	Approx. only	
Environmental Expert	2	6	8	Approx. only	
Socio-Economic Expert	2	4	6	Approx. only	
Civil Engineer/ Geologist	3	8	11	Approx. only	

a) Professionals:

b) Support Staff

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Desition	Man-Days		Total (Dav)	Domoriza	
Position	Office	Field	Total (Day)	Remarks	
			Sec. Mar. Decision		

#### ii) Qualification and Experience:

- Physical Development Expert/Team Leader
- a. Master's degree in civil/ Geo-tech/Hydrology/Environmental/water resource engineering with more than 3 years' experience/ Proved experience having completed at least three IEE.

#### b. Environmental Expert:

M.Sc. in Environmental science with minimum experience of 3 years from Master degree in relevant field or environment engineer/ Proved experience having completed at least three IEE.

#### c. Civil Engineer/Geologist

Bachelor in Civil/Geo-tech engineering with minimum experience of 3 years in relevant field/ Proved experience having completed at least three IEE.

**D.-Economic Expert:** Master's degree in Sociology/Economics with minimum experience of 3years from master's degree in relevant field/ Proved experience having completed at least three IEE.

# **10.** Duration and Reporting Requirements

#### 10.1 Duration

The proposed study shall be completed within a period of one months (30-day) from the date of signing of contract. The consultant shall prepare an IEE reports after the completion of the field survey.

#### a) Inception Report

The first report will be an inception report containing information of literature review; detailed methodology of study and their work plan to be adopted during the project activities. Two copies of inception report: shall be submitted within fifteen days from the date of signing of contract.

#### b) Draft Report

Two copies of draft report shall be submitted within two months from the date of signing of contract. The draft report shall be a complete guideline proposed for the study. The stakeholders shall provide comments and suggestions and shall ask the consultants to incorporate all comments and suggestions during the preparation of final report.

#### c) Final Report

The consultants shall submit two copies of final report time (within one weeks after getting the comments and feedbacks) from the date of signing of contract.

# CONTRACT

THIS CONTRACT "*Preparation of Initial Environmental Examination (IEE) of Jhimruk and Madi River of Airawati Rural Municipality*" is entered into ....., by and between Airawati Rural Municipality, Office of the Rural Municipal Executive, Baraula, Pyuthan ("*the Client*") having its principal place of business at Baraula, Pyuthan, Nepal and ...... ("the consultant") having its principal office located at .....

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

Services	The Consultant shall perform the services specified in "Terms of Reference and Scope of services," which is made an integral part of this Contract ("the Services")					
	The Consultant shall provide the personal list," Consultant's Personal," to perform the services.					
	The Consultant shall submit to the Client the reports in the form and within the time periods specified, "Consultant's Reporting Obligations."					
Term	The Consultant shall perform the Service during the period commencing and continuing through					
Payment	A. <u>Ceiling</u>					
	For Services rendered pursuant to Annex A, the Client shall pay the Consultant and amount not to exceed <b>NRs (In words:</b> <b>Only) with VAT</b> . This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.					
	B. <u>Schedule of Payments</u>					
	The Schedule of payments is specified below:					
	- <b>30% of total contract amount</b> upon the Client's receipt of the inception reports;					
	- <b>50% of the contract amount</b> upon the Client's receipt of the draft report, acceptable to the Client.					
	- <b>20% of total contract amount</b> upon the Client's receipt of the final report, acceptable to the Client.					
Project	A. Coordinator.					
Administration	The Client designates Mr Jagat Prasad Bhusal or his delegates as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptances and approval of the reports and of other deliverables by the Client and for receiving and approving invoice for the payment.					
	B. Reports.					
	The reports listed, "Consultant's Reporting Obligations," shall be					

submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3. Performance The Consultant undertakes to perform the Service with the highest Standards standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under contract that the Client considers unsatisfactory. Confidentiality The Consultants shall not, during the term of this Contract within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business r operation without the prior written consent of the Client. Ownership of Any studies report or other material, graphic, software or otherwise, Material prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software Consultants not to The Consultant agrees that, during the term of this Contract and after its be Engaged in termination, the Consultant and any entity affiliated with the Consultant, **Certain Activities** shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. Insurances The Consultants will be responsible for taking out any appropriate insurance coverage. Assignment The consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent. Law Governing The Contract shall be governed by the laws of Nepal and the language of Contract and the Contract shall be English. Language Dispute Any Dispute arising out of the Contract, which cannot be amicably settled Resolution between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Nepal. FOR THE CLIENT FOR THE CONSULTANT Signed by: Signed by: Title: Title: WITNESS

