

Shuklaphanta Municipality

Jhalari, Kanchanpur

Province: Kanchanpur

Office of Municipal Executive

Request for Proposal

(First Date of Publication: 2080/06/01)

1. Shuklaphanta Municipality has allocated fund and intends to apply a portion of this eligible payments under contract for which this request for proposal is invited for the Preparation of Initial Environment Examination (IEE) report of Sustainable Extraction of Sand, Stone, Gravel and Boulder of Anaukhi Khola, Gharkatuwa Khola and Gaudi Khola ward no 8 of Shuklaphanta Municipality, .
2. The Shuklaphanta Municipality now invites Request for Proposal from eligible consulting firms ("consultant") to provide the following consulting services:

S.N	Consulting Service Identification Number	Description of Work	Estimated Amount (Without VAT)	Remarks
1.	IEE/Consulting/2080-81/01	Preparation of Initial Environment Examination (IEE) report of Sustainable Extraction of Sand, Stone, Gravel and Boulder of Anaukhi Khola, Gharkatuwa Khola and Gaudi Khola ward no 8 of Shuklaphanta Municipality, .	442307.07	Only Hard Copy acceptable (BOQ should be filled compulsorily)

3. Interested eligible consultants may obtain Hard Copy/Soft Copy of procurement document from office of municipality or may download from the Website <https://www.shuklaphantamun.gov.np>
4. Proposal shall be delivered to Shuklaphanta Municipality Office on or before 2080/06/08 during the office hours.
5. In case the last date of obtaining and submission of the documents happens to be a holiday, the next working day will be deemed as the due date but the time will be the same as stipulated.

128/11
Chief Administrative Officer
पञ्चकाली नगरपालिका



SHUKLAPHANTA MUNICIPALITY
OFFICE OF THE MUNICIPAL EXECUTIVE

JHALARI, KANAKPUR
SUDURPACHIM PROVINCE

PROCUREMENT DOCUMENT

Procurement of Consulting Service

For

Preparation of Initial Environment Examination (IEE) of Sustainable Extraction of Sand, Stone, Gravel and Boulder of Anaukhi Khola, Gharkatuwa Khola and Gaudi Khola ward no 8 of Shuklaphanta Municipality, Sudurpaschim Province

Shuklaphanta Municipality
Jhahari, Kanchanpur
Sudurpashchim Pradesh
Office of Municipal Executive
Request for Proposal
(First Date of Publication: 2080/06/01)

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12/8/20
Chief Administrative Officer
Shuklaphanta Municipality



SHUKLAPHANTA MUNICIPALITY
OFFICE OF THE MUNICIPAL EXECUTIVE

JHALARI, KATHMANDU
SUDURPACHIM PROVINCE

PROCUREMENT DOCUMENT

Procurement of Consulting Service

For

Preparation of Initial Environment Examination (IEE) of Sustainable Extraction of Sand, Stone, Gravel and Boulder of Anaukhi Khola, Gharkatuwa Khola and Gaudi Khola ward no 8 of Shuklaphanta Municipality, Sudurpaschim Province



F/Y: 2080/081

Ref:

Letter of Invitation

SHUKLAPHANTA MUNICIPALITY
OFFICE OF THE MUNICIPAL EXECUTIVE
Jhalari, Kanchanpur, Sudurpaschim Province, Nepal

Date: 2080/06/02

Name of Contract: Preparation of Initial Environment Examination (IEE) of Sustainable Extraction of Sand, Stone, Gravel and Boulder of Anaukhi Khola, Gharkatuwa Khola and Gaudi Khola ward no 8 of Shuklaphanta Municipality, Sudurpaschim Province

To,

1. The Shuklaphanta Municipality invites proposals to provide the following consulting services: Preparation of Initial Environment Examination (IEE) of Sustainable Extraction of Sand, Stone, Gravel and Boulder of Anaukhi Khola, Gharkatuwa Khola and Gaudi Khola ward no 8 of Shuklaphanta Municipality, Sudurpaschim Province. More details on the services are provided in the attached Terms of Reference (TOR).
2. The consultant shall be selected and engaged on the basis of required experience and qualifications specified in the TOR and the consultants Financial Proposal.
3. You are invited to submit a Sealed Proposal for the services under the TOR
4. Your Proposal should be submitted in [1] copy and the deadline for submission is: 2080/06/08, 5 pm..
5. Clarification on the RFP may be obtained from: Shuklaphanta Municipality, Office.
6. The assignment is expected to commence on: As per office
7. The RFP includes the following documents:
 - i. Letter of Invitation
 - ii. Financial Proposal - Standard Forms
 - iii. Terms of Reference
 - iv. Standard Form of Contract.
8. Please inform us, upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal

Yours sincerely,

.....
Chief Administrative Officer

Financial Proposal Submission Form

[Letterhead of Consultant in case of a Firm]

To: [Name and address of Client]

We, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Request for Proposal dated [Date] and our Proposal. Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the applicable local taxes(excluding Value Added Tax).

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

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

We remain,

Yours sincerely,

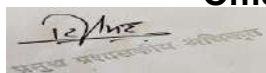
Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

Shuklaphanta Municipality
Office of the Municipal Executive
Jhalari, Kanchanpur



Bill of Quantities (BOQ)

Name of the Project :-Initial Environmental Examination (IEE) for Sustainable Collection/ Extraction of Stone,Sand, Gravel from Gaudi Khola, Anaukhi Khola & Gharkatuwa Khola ward no 8

Location : Shuklaphanta Municipality-08

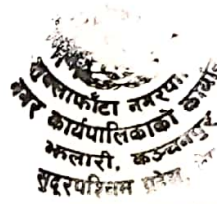
S.N.	Description of works	Unit	Qty.	Unit Rate (Without VAT)		Amount	Remarks
				Fig.	words		
1	Initial Environmental Examination (IEE) for Sustainable Collection/ Extraction of Stone,Sand, Gravel from Gaudi Khola,Anaukhi Khola & Gharkatuwa Khola, ward no 8,Shuklaphanta municipality	LS	1				
Sub Total							
VAT 13%							
Total							

In words Rs:

Signature

Name of the Bidder or representative's Name:

Date:



TOR For Consulting Services For Initial Environment Examination (IEE) of Sustainable Extraction of Sand, Stone, Gravel and Boulder of Anaukhi Khola , Gharkatuwa Khola and Gaudi Khola ward no 8 of Shuklaphanta Municipality, Sudurpaschim Province

Background

This document containing brief description of the proposal and the Terms of References (TOR) has been developed specifically for hiring services of an independent and professionally competent environmental consultancy firm for Initial Environment Examination (IEE) of the Sustainable Sand, Stone, Gravel and Boulder Extraction and collection from Anaukhi Khola, Gharkatuwa Khola and Gaudi Khola and associated rivulets of Shuklaphanta Municipality, Kanchanpur district. Shuklaphanta Municipality of Kanchanpur district has a huge potential for the non-forest products like sand, stone, gravel, boulder and forest products. Utilization of these resources on sustainable manner helps to improve the livelihood of rural people, maintaining river morphology and boost up municipality revenue. The proponent is planning to mobilize these resources on sustainable and environmentally sound manner because the demand rate is high for infrastructure construction. An IEE of the proposed extraction of Sand, stone, gravel and boulder from the river is necessary in order to assess the environmental consequences of the project along with to support appropriate, practical and site-specific mitigation and enhancement measures and after one year of that IEE report need to in terms of quantity, site verification. It will furthermore boost up the economic condition of the local inhabitants. The IEE is also a legal requirement before the implementation of project as per the provision of schedule 1-C-7 related to Rule 3 of the Environment Protection Rule (EPR, 2020) and as per Sudur Paschim Province EPR 2020. Thus, the IEE study of the proposal is mandatory as per the provision.

Proposal Area delineation

The consultant shall be responsible for updating the extraction sites and quantity and will get any new information about Area delineation for Extraction sites of each river (Gaudi, Anaukhi and Gharkatuwa) by field visit itself and through Shuklaphanta Municipality Revenue Section.

Consultancy's Objectives

The Shuklaphanta Municipality is now required to Initial Environmental Examination (IEE) report before implementation of proposed proposal. To facilitate Proponent the Consultant IEE report river and submitted Municipality for approval and that report goes to technical committee formed as per Shuklaphanta Municipality BES and IEE Procedure 2021 after that technical committee submit IEE report to Municipal Executive Committee through Chief Executive Officer and that committee approve the IEE report.

Scope of Work

The major scopes of the study are as follows:

1. To prepare IEE report, which was prepared as according as per EPA 2019, EPR 2020 and Sudur Paschim Province EPR 2020 with amendments.
2. To provide advice, free of cost, on any environmental issue that may arise during implementation stage of the scheme.

Terms of Reference

The TOR provides guidance to the consultant to prepare the IEE report. The TOR is meant for listing activities to be performed during the of the IEE report with specific guidance including:

- Identification and description of the new issues to be investigated;
- Identification of site condition and quantity

Data Collection

The TOR of IEE already mentioned the methods and techniques, which was carried out by employed during data collection. For example, the Tor should indicate the data sources and data collection methods, particularly the primary and the second data. It could also include methods, which shall be used while collecting the information as per that TOR method information will be in IEE report.

Environmental Impacts

During field visit new Physical Issues/Chemical Issues, Biological Issues, Cultural and Religious Issues should be in final report with mitigation measure

Initial Environmental Examination Study

The Consultant shall Initial Environmental Examination Study IEE report in the format prescribed in the Schedule 11 of EPR,2020 and Schedule 11 of Sudur Paschim Province EPR 2020, the Consultant should do presentation in Ministry. The comment received and issues raised in the presentations shall be included and addressed in the final IEE report.

Changes to Work

The consultant shall make such changes and revisions in the completed work as necessary to correct errors appearing there in, when required to do so by the proponent without additional compensation thereof. Should the proponent find it described for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the consultant shall make such revisions as directed by the proponent.

Consultant's Core Team of Professionals

The core team of consultant to comprise the following professionals;

(A) Team leader/Environmental Expert

The Team leader will take the overall responsibility of the assignment in accordance with the TOR and also for the conduction and coordination of all professional inputs. He/ She will



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prepare a site-specific Environmental Management Action Plan for each site. The Team leader should have minimum a M.Sc. Environmental Science with 3 years of conducting IEE/EIA; Environmental Audit and Compliance Monitoring; preparation of EMP; and environmental risk and hazard management planning, with minimum 2 IEE/EIA report have successfully been prepared about Sustainable Extraction and collection from rivers. He/she should have as team member at least in two IEE study.

(B) Geologist

Geologist will have the overall responsibility for geological assessment of the alignment and the slope stability analysis. The geologist/engineer should have master's degree in Geology.

(C) Forestry

The responsibility of the Ecologist will be to assess and evaluate interactions of the project activities with the local flora and fauna and to suggest mitigation measures for its protection where the project activities are likely to impinge upon the flora or fauna in any way. He/she will be responsible for identifying sensitive species of the plants and animals and measures for their protection during both extraction and transportation stage. The Ecologist should have master's degree in Zoology/Botany or Forestry or Environment Science with specialization on Wildlife.

(D) Socio-Economist

The sociologist will collect the social and economical data of the project area in order to identify the socio-economic baseline information. On the basic of these data, he/she will be responsible for preparation of issues, identify and predict the respective impacts, propose appropriate mitigation measures, and monitoring mechanism etc. The Sociologist should have a Master's degree in the field. He/she should have minimum 3 years of general experience in the field with minimum 2 years of specific experience in EIA/IEE.

(E) GIS Expert

The GIS expert should have Bachelors degree in the field of Engineering and had the GIS certificate. He/She should have the minimum 3 years of general experience in the field with minimum 2 years of specific experience in EIA/IEE.

Control Point Set Up

The consultant must set up the control points of boundary of the *Ghaats* (Extraction sections) of the river where the extraction is going to be held on the field according to IEE report and should be approved by the Client.

Evaluation criteria

Consultant will be selected in accordance with the Least-Cost Selection (LCS) method set out in the Procurement Regulations.

Time

Consultant shall commence the work from date of signing agreement and prescribed work plan for completion IEE as well as approval of the documents should be mentioned in proposal. The approved IEE reports must be submitted within 60 days of agreement to Shuklaphanta Municipality.

Report Format and Presentation

The report Format should strictly follow the Schedule 11 of EPR 2020 and Schedule 11 of Sudur Paschim Province EPR 2020. Consultant should submit at least 3 copies of the draft Report to Shuklaphanta Municipality and after and after review, should submit three copies of Final IEE reports to Shuklaphanta Municipality.

Documents required from the Consultant

The Consultant firm should submit the following documents at the time of bidding:

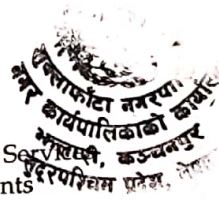
- Proof of the Organization/Firm's company registration.
- Proof of the Organization/Firm VAT registration.
- Firm's Memorandum copy and Profile.
- Tax clearance letter of fiscal year 2078/79.
- CV of Team Leader and other experts with signature.
- Other documents if any.

Payment

Following shall govern the payment for the assignment.

- 100% will be paid on approval and setting of the boundary control points on the field according IEE Report.

Sample Contract for Consulting Services
Direct Purchase Assignments
Lump-Sum Payments



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प्रमुख शासकीय अधिकृत

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *Shuklaphanta Municipality, Jhalari, Kanchanpur* ("the Client") and *[insert Consultant's name]* ("the Consultant")

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - a. The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - b. The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - c. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
2. **Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. **Ceiling**

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. 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. **Schedule of Payments**

Total: 100% after completion of work
 - C. **Payment Conditions**

Payment shall be made in Nepali Rupees, no later than 15 days following submission by the Consultant of invoices in duplicate to the coordinator designated in paragraph 4
4. **Project Administration**
 - A. **Coordinator.**

The Client designates Mr. /Ms. *Tikendra Raj Bhatt* as Client's Coordinator; the coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.
 - B. **Reports.**

The reports mentioned in ToR shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
6. Confidentiality The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
7. Ownership of Material Any studies reports or other material, graphic, software or otherwise, 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.
8. Consultant Not to be Engaged in Certain Activities The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9. Responsibility The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Procurement Act and Regulations.
10. Insurance The Consultant will be responsible for taking out any appropriate insurance coverage.
11. Assignment The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
12. Law Governing Contract and Language The Contract shall be governed by the laws of Nepal and the language of the Contract shall be English.
12. Dispute Resolution Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____