



Provincial Project Coordinator

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: BRCRN PPMU/Sindhuli_CS_RFP_FMOP_2080/81_2

Selection of Consulting Services for:

Develop/renew/revise Forest management Operational Plans(FMOPs)

Project: GCP/NEP/076/GCF

Office Name: BRCRN, Provincial Project Management Unit(PPMU) , Bagmati Province

Office Address: Kamalamai MP-6, Shivanagar, Majhitaar, Sindhuli

Financing Agency: Green Climate Fund, GCF

Issued on: 2080/11/8

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Tanzania Project Coordinating Unit

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Provincial Project Coordinator

PART I

Section 1. Letter of Invitation

[RFP No: BRCRN PPMU/Sindhuli_CS_RFP_FMOP_2080/81_2

Building a Resilient Churia Region in Nepal,(BRCRN, Provincial Project Management Unit(PPMU) , Bagmati Province
Kamalamai MP-6, Sinduli

- ✓ "Community Based Forestry Supporters' Network, Nepal(COFSUN, Nepal) , Koteswar, Kathmandu;
- ✓ Lumbini Environmental Services Pvt. Ltd , Kathmandu Nepal;
- ✓ Nepal Environmental & Scientific Services (P.) Ltd. , Thapathali, Kathmandu;
- ✓ Practical Solution Consultancy Nepal Pvt. Ltd.(PSPL). , Sankhamul , Kathmandu;
- ✓ RAJDEVI ENGINEERING CONSULTANT (P.) LTD. , Ganesh marga, Sankhamul-31, Kathmandu, Nepal;
- ✓ SMART (P) Ltd. , Anamnagar, Kathmandu"

Dear Mr./Ms.:

1. Government of Nepal (GoN) has received grant from Green Climate Fund(GCF) toward the cost of GCP/NEP/076/GCF and intends to apply a portion of this Grant to eligible payments under this Contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Develop/renew/revise Forest management Operational Plans(FMOPs). More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants: क्र.स. नाम ठेगाना

१	Community Based Forestry Supporters' Network, Nepal(COFSUN, Nepal)	
	Koteswar, Kathmandu	
२	Lumbini Environmental Services Pvt. Ltd	Kathmandu Nepal
३	Nepal Environmental & Scientific Services (P.) Ltd.	Thapathali, Kathmandu
४	Practical Solution Consultancy Nepal Pvt. Ltd.(PSPL).	Sankhamul , Kathmandu
५	RAJDEVI ENGINEERING CONSULTANT (P.) LTD.	Ganesh marga, Sankhamul-31, Kathmandu, Nepal
६	SMART (P) Ltd.	Anamnagar, Kathmandu



4. 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.
5. A firm will be selected under Quality and Cost Based System(QCBS) and procedures described in this RFP.
6. 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
7. Please inform us by 2080/11/12, in writing at Chure Utthansil Aayojana(BRCRN) , Sindhuli, Kamalamai MP -6, Shivanagar, Sindhuli , or by E-mail: brcmsindhuli@gmail.com
 - (a) that you received the letter of invitation; and
 - (b) Whether you will submit a proposal alone or in association with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal's submission date, time and address are provided in Clauses 17.8 of the ITC.

Yours sincerely,

Ram Balak Prasad Yadav
Provincial Project Co-ordinator
Provincial Project Management Unit
Bagmati Province, Sindhulimadhi, Sindhuli



Section 2. Instructions to Consultants and Data Sheet

Notes to the Client: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].

A. General Provisions

1. Definitions	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(d). "Client" means the [procuring entity/implementing/ executing agency] that signs the Contract for the Services with the selected Consultant.</p> <p>(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.</p> <p>(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).</p> <p>(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.</p> <p>(h). "Day" means a calendar day.</p> <p>(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). "Government" means the government of the Nepal.</p> <p>(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 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</p>
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	<p>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>
<p>2. Introduction</p>	<p>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 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>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests 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>
<p>a. Conflicting activities</p>	<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 resulting from or directly related to the consulting services for such preparation or implementation.</p>
<p>b. Conflicting assignments</p>	<p>(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.</p>
<p>c. Conflicting relationships</p>	<p>(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.</p>
<p>4. Unfair Competitive Advantage</p>	<p>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.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6.</p> <p>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.</p>



	5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	<p>6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in 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	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 .
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>
c. Restrictions for public employees	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).
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	<p>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.</p>
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 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>

	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.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet .
<p data-bbox="174 367 451 466">13. Clarification and Amendment of RFP</p> 	<p data-bbox="505 367 1492 670">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, 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 data-bbox="505 716 1492 880">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 data-bbox="505 926 1492 1026">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 data-bbox="505 1072 1492 1196">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>
<p data-bbox="174 1223 435 1344">14. Preparation of Proposals – Specific Considerations</p>	<p data-bbox="505 1223 1492 1278">14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p data-bbox="505 1327 1492 1594">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 data-bbox="505 1641 1492 1771">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 data-bbox="505 1818 1492 1873">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</p>

	<p>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 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.</p>
<p>15. Technical Proposal Format and Content</p>	<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>
<p>16. Financial Proposal</p>	<p>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.</p>
<p>a. Price Adjustment</p>	<p>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.</p>
<p>b. Taxes</p>	<p>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.</p>
<p>c. Currency of Proposal</p>	<p>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.</p>
<p>d. Currency of Payment</p>	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
<p>C. Submission, Opening and Evaluation</p>	
<p>17. Submission, Sealing, and Marking of Proposals</p>	<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, 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.</p> <p>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</p>



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 envelopes as required, the Client shall reject the Proposal.
- 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.

18. Confidentiality

- 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.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the



	<p>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>
<p>19. Opening of Technical Proposals</p>	<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 as indicated in the Data Sheet.</p>
<p>20. Proposals Evaluation</p>	<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>21. Evaluation of Technical Proposals</p>	<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 In Case, a 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 firm's or JV</p>




	proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
22. Financial Proposals for QBS	<p>22.1 Following the ranking of the Technical Proposals, when the selection is 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 In Case, a 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 firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	<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 be at 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 evaluation 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> <ul style="list-style-type: none">(a) Name and address ,(b) Proposed service charge,(c) Discount offered, if any;(d) Description of the discrepancies, if any, between figure and words,(e) Whether the financial proposal is signed or not by authorized representative of consultant,(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



	<p>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 In Case, a 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 firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
24. Correction of Errors	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.
a. Time-Based Contracts	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.
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	<p>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.</p> <p>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.</p>
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 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. 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative. 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.
a. Availability of Key Experts	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. 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.
b. Technical negotiations	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.
c. Financial	28.6 In the case of a Time-Based contract, where cost is a factor in the

<p>negotiations</p> 	<p>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 Quality Based Selection is provided in Appendix A to the Financial Form FIN-3:Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p>29. Conclusion of Negotiations</p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated 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>
<p>30. Award of Contract</p>	<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 In Case, a 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 firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
<p>31. Request for Information/ Complaints</p>	<p>31.1 A consultant, who has been informed that its technical proposal has been 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</p>



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.

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 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.

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.

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.

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.


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.

32. Conduct of Consultants

32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.

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:


- 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

	<ul style="list-style-type: none"> e. participation of other prospective bidders. f. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings, g. 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. h. 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
<p>33. Blacklisting</p>	<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> <ul style="list-style-type: none"> a) if it is proved that the consultant committed acts pursuant to the 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. <p>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.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>

E. Data Sheet


A. General

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: Green Climate Fund(GCF)
1(k) (definitions)	National experts mean experts who are citizens of Nepal.
2.1	Name of the Client: Building a Resilient Churia Region in Nepal,(BRCRN, Provincial Project Management Unit(PPMU) , Bagmati Province, Sinduli. Method of selection: Quality and Cost Based System(QCBS)
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes. Financial proposal submission at the same time. The name of the assignment is: Develop/renew/revise Forest management Operational Plans(FMOPs) , BRCRN PPMU/Sindhuli_CS_RFP_FMOP_2080/81_2
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: Please refer to Section 7, TOR
4.1	Unfair Competitive Advantage : Not Applicable
6.2	Maximum number of partners in JV shall be: Not applicable
6.3.1	A list of debarred firms and individuals is available at the following website : https://ppmo.gov.np
B. Preparation of Proposals	
10.1	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal:

	<p>(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 AND 2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4</p> <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.
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No
12.1	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
12.9	Sub-contracting is allowed for the proposed assignment : No
13.1	<p>Clarifications may be requested no later than 5 days prior to the submission deadline.:</p> <p>The contact information for requesting clarifications is:</p> <p>Address: Chure Utthansil Aayojana(BRCRN) , Sindhuli, Kamalamai MP -6, Shivanagar, Sindhuli Phone No: 047521236, 047521318 Facsimile: E-mail: brcrnsindhuli@gmail.com</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No Or</p> <p>(b) other shortlisted Consultants: No</p>

14.1.2	<p>If used, insert the following: NA</p> <p>Estimated input of international Key Experts' time-input: NA ____ person-months.</p> <p>Estimated input of national Key Experts' time-input: Refer ToR, Section 7</p> <p>OR</p> <p>Estimated total cost of the assignment for the assignment: NA</p> <p>Not applicable(NA)</p>
14.1.3 for time-based contracts only	<p>Not applicable(NA)</p> <p>Minimum time-input of international Key Experts' is: NA _____ person-months.</p> <p>Minimum time-input of national Key Experts' is: NA _____ person-months</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted</p>
14.1.4 and 27.2 use for Fixed Budget method	<p>The total available budget for this Fixed-Budget assignment is: NA . Proposals ¹ exceeding the total available budget will e rejected.</p>
16.1	<ol style="list-style-type: none"> (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) other allowances where applicable


¹The proposal refers to the proposed price in Form FIN-1.

	<p style="text-align: center;"><i>[Signature]</i></p> <p>Only for Time-Based Contracts: Provisional sums [insert amount, provide breakdown]</p>
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>
16.3	<p>"Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np."</p>
16.4	<p>The Financial Proposal should state local costs in Nepalese Rupees</p>
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants shall not have the option of submitting their Proposals electronically: The electronic submission procedures shall be: NA</p>
17.5	<p>The Consultant must submit: (a) Technical Proposal: one (1) original (b) Financial Proposal: one (1) original</p>
17.8	<p><i>The Proposals must be received at the address below no later than:</i></p> <p><i>Date:</i> day/month/year (23/11/2080) <i>Time:</i> 12:00 <i>The Proposal submission address is:</i> Chure Utthansil Aayojana(BRCRN) , Provincial project management unit, Bagmati province, Kamalamai MP -6, Shivanagar, Sindhuli</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: NO The opening shall take place at: Building a Resilient Churia Region in Nepal,(BRCRN, Provincial Project Management Unit(PPMU) , Bagmati Province, Sindhuli Date: day/month/year (23/11/2080). Time: 13:00</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>



Handwritten signature or mark.

21.1	<p>The evaluation criteria, sub-criteria, and point system for the evaluation are:</p> <p style="text-align: center;"><u>Points</u></p> <p>(i) Specific experience of the consultants (as a firm) related to the assignment [20 Marks] Number and size of similar assignment within last seven years.</p> <p>(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [30 Marks] Subcriteria one: Technical approach and quality of methodology: 12.5 marks Sub criteria two: Work plan : 12.5 marks Sub criteria three: Organization and staffing: 5 marks</p> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) Qualifications and Experience of the key staff for the Assignment: 50 Marks</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>Coordinator: One person: 18 Marks Forest officers: 4 persons: 32 marks</p> <p>The number of points to be given to each of the above position of key staff shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">(i) General Qualifications</td> <td style="text-align: right;">: 30%</td> </tr> <tr> <td>(ii) Experience</td> <td style="text-align: right;">: 60%</td> </tr> <tr> <td>(iii) Experience in similar terrain</td> <td style="text-align: right;">: 10%</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100 %</td> </tr> <tr> <td style="text-align: right;">Total marks(Points) :</td> <td style="text-align: right;">100</td> </tr> </table> <p>The minimum technical score (St) required to pass is 65 marks/ Points</p>	(i) General Qualifications	: 30%	(ii) Experience	: 60%	(iii) Experience in similar terrain	: 10%	Total weight:	100 %	Total marks(Points) :	100
(i) General Qualifications	: 30%										
(ii) Experience	: 60%										
(iii) Experience in similar terrain	: 10%										
Total weight:	100 %										
Total marks(Points) :	100										
23.1	<p>An online option of the opening of the Financial Proposals is offered: No</p>										
23.1 and 23.2	<p>The Client will read aloud only overall technical scores.</p>										
26.1	<p>The single currency for the conversion of all prices expressed in various</p>										

	<p>currencies into a single one is : NA</p>
<p>27.1 [a. QCBS only]</p>	<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: T = 0.7 (70% weightage) , and P = 0.3 (30% weightage)</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>
<p>D. Negotiations and Award</p>	
<p>28.1</p>	<p>Expected date and address for contract negotiations: Date: 2nd week of Chaitra 2080</p> <p>Address: Chure Utthansil Aayojana(BRCRN) , Sindhuli, Kamalamai MP -6, Shivanagar, Sindhuli</p>
<p>30.4</p>	<p>Expected date for the commencement of the Services: Date: Chaitra 2080 at Building a Resilient Churia Region in Nepal,(BRCRN, Provincial Project Management Unit(PPMU) , Bagmati Province, Sindhuli.</p>
<p>31.1</p>	<p>The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of 0.50% of the estimate.</p>
<p>33.2</p>	<p>A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np</p>



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: Building a Resilient Churia Region in Nepal, (BRCRN, Provincial Project Management Unit (PPMU) , Bagmati Province, Kamalamai MP-6, Sinduli

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for **Develop/renew/revise Forest management Operational Plans(FMOPs)** 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 Financial Proposal 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 each member, 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.

OR

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.

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}

**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.

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)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____



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}



FORM TECH-4

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.}



FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
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														

- 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.
- Duration of activities shall be indicated in a form of a bar chart.
- Include a legend, if necessary, to help read the chart.





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**FORM TECH-6
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	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. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home] [2 month] [Field] [0.5 m]	[1.0] [2.5]	[1.0]	[0]	[1.0]								
K-2	{e.g., Mr. Xxyyy, USA, 20.04.1969}														
K-3															
National															
n															
												Subtotal			
NON-KEY EXPERTS															
N-1			[Home] [Field]												
N-2															
n															
												Subtotal			
												Total			

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. 3 "Home" means work in the office in the expert's place of residence. "Field" work means work carried out in the site.

 Full time input
 Part time input





FORM TECH-7

CURRICULUM VITAE (CV)

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

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 in time	Duration in "X" Years, "Y" Months, "Z" Days	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. Bbbbbb, deputy minister]		

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}	



[Handwritten Signature]

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.

(vii) I declare that Corruption Case is not filed against me.

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
 - FIN-3 Breakdown of Remuneration
 - FIN-4 Other Expenses, Provisional Sums
-



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."}

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.}

FORM FIN-2 SUMMARY OF COSTS



Item	Cost		
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}
<p>Competitive Components</p> <p>Remuneration, Key Experts</p> <p>Remuneration, Non-Key Experts</p> <p>Reimbursable Expenses</p> <p>Sub-Total</p>			
<p>Non-Competitive Components</p> <p>Provisional Sums</p> <p>Sub-Total</p> <p>Total Cost of the Financial Proposal²</p> <p>Value Added Tax (VAT)</p>			

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² Should match the amount in Form FIN-1.

FORM FIN-3 BREAKDOWN OF REMUNERATION³

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount, to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

No.	Name	Nationality	Firm	Currency		Person-month Remuneration Rate (Home)	Person-month Remuneration Rate (Field)	Time Input in Person/Month		{Currency 1- as in FIN-2}	{Currency 2- as in FIN-2}	{Currency 3- as in FIN-2}	{Local Currency- as in FIN-2}
				Person-month Remuneration Rate (Home)	Person-month Remuneration Rate (Field)			(from TECH-6) (Home)	(from TECH-6) (Field)				
1.													
2.													
Sub-Total Costs													
KEY EXPERTS (National)													
1.													
2.													
Sub-Total Costs													
Total Costs: Key Experts (International and National)													
NON-KEY EXPERTS/SUPPORT STAFF													
1.													
2.													
Total Costs: Non-Key Experts/Support Staff													

³ In the case of selections that do not include cost as an evaluation factor (i.e., QBS, QOS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

⁴ As identified in the Summary and Personnel Evaluation Sheet.



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TOTAL COSTS: KEY AND NON-KEY EXPERTS/SUPPORT STAFF

**CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES
(EXPANDED FORM TO FIN-3 – QBS)**



(EXPRESSED IN [INSERT NAME OF CURRENCY*])

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges	Overhead	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Year	Proposed Fixed Rate per Working Month/Day/Year
Home Office									
Client's Country									

* If more than one currency is used, use additional table(s), one for each currency
 1. Expressed as percentage of 1
 2. Expressed as percentage of 4



Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____



FORM FIN-4 BREAKDOWN OF OTHER EXPENSES, PROVISIONAL SUMS AND CONTINGENCY

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

Type of Expenses, Provisional Sums	Quantity	Unit	Currency	Unit Price	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency- as in FIN-2}
Reimbursable Expenses								
{e.g., Per diem allowances}	{Day}							
{e.g., International flights}	{RT}							
{e.g., In/out airport transportation}	{Trip}							
{e.g., Communication costs}								
{e.g., reproduction of reports}								
{e.g., Office rent}								
					Sub-Total: Reimbursable Expenses			
Provisional Sums								
Item 1								
Item 2								
					Sub-Total: Provisional Sums			
					Total: Reimbursable Expenses + Provisional Sums			

* Provisional Sums must be expressed in the currency indicated in the data sheet.



A handwritten signature in black ink, consisting of a stylized 'S' followed by a flourish.

Section 5. Eligible Countries

[This section contains the list of eligible countries. Select one option, either GoN Funded or DP Funded.]

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

For the purpose of National shortlisting: **"Nepal"**; or

For the purpose of International Shortlisting: **"all Countries"**

For DP funded: **attach list as per their list of eligible countries**

Section 6. Corrupt and Fraudulent Practices

["Notes to the Client": The following text is for GoN funded assignment and shall not be modified. In case DP funded project use DP's policy on 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;
- 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.



Section 7. Terms of Reference

for service provider

to

Support CFUGs to develop, revise and deliver climate resilient Forest Management Operational Plans (FMOPs) of Kamala North, Kamala South, Chandaha, Thakur and Tawa North River Systems

Under Division Forest Office , Sindhuli

Bagmati Province

1. Background

The Green Climate Fund (GCF) funded "Building a Resilient Churia Region in Nepal" (BRCRN) project was approved from the 24th board meeting of GCF in November 2019. The Ministry of Forests and Environment (MoFE) of the Government of Nepal (GoN) and the Food and Agriculture Organization (FAO) Nepal are jointly implementing the project as the executing entities. In addition to the executing agency, FAO is also the nominated Accredited Entity and therefore, responsible to the GCF for the full implementation of the project in 26 critical river systems in the southeast region of Nepal, covering parts of Koshi, Madhesh and Bagmati Provinces. The project has aimed to promote widespread adoption of climate-resilient land-use practices, confront deforestation and forest degradation challenges, better maintain the forest ecosystem, and build resilience to climate-induced hazards.

This project with the duration of seven years, started on 12 May 2020 and will be completed on 11 May 2027. In the preparatory phase, FAO provided intensive technical support to develop detailed plan of the river system, called critical ecosystem restoration plans (CERPs). On the other hand, MoFE has established and hosted a Project Management Unit (PMU) at the federal level and three provincial-level support teams, Provincial Project Management Units (PPMUs) in each province. The PPMUs are responsible to implement the project with strong stakeholder engagement, including all levels of government, Civil Society Organizations (CSOs), and community-based organizations (CBOs). The project focuses supporting capacity development of relevant national, provincial, and municipal/local institutions for project implementation and sustainability of the project interventions. In line with this objective, capacity development of the community-based organizations, primarily the community-based forest user groups in sustainable forest management is the key priority of the project.

Benefitting from the long history of successful approach of CBFM in Nepal, this project will draw upon the vast experience of this modality to further develop community-based forest management approaches in the project area. The BRCRN project, therefore, focuses on the improvement of sustainable forest management (SFM) practices in all forest land managed by forestry-related CBO beneficiaries in the Project Area and want to ensure silvicultural practices are implemented to maximize ecosystem service provision, both in terms of climate resilience and in terms of enhancement of forest carbon stocks. The key tasks would be to support all community forest user groups (CFUGs), collaborative forest user groups

(CoFUGs) and leasehold forest user groups (LFUGs) to benefit them from the technical support to improve existing forest management operational plans (FMOPs) and improve SFM practices. Specific forest management objectives to be set by the user groups in their respective forest management units will be the basis of the service provider's support because those forest management objectives guide all technical measures. Silvicultural treatments are the means of implementing the defined objectives. Service provider will facilitate the groups to make those objectives and the plan climate resilient. While facilitating CBOs to develop strengthen and deliver climate resilient forest management plans in Sindhuli Division Forests of Bagmati Province, service provider follows the latest/updated legal procedures and guidelines of the government on development/revision of forest operational plan. Service providers also ensures the operational plans respond to the climate change adaptation and mitigation aspects, recognizes the optimum ecosystem and economic benefits of the forests as well as facilitates active forest management through simple and participatory silviculture. Moreover, the operational plans follow latest Community Forestry Directive of Nepal.

2. Outcome

The outcome of service provision for the project are as follows:

- a. Community-based forest user groups will be capable of optimising multi-functional ecosystem benefits (watershed protection, erosion control, biodiversity etc) from their forest management units through adoption of sustainable forest management practices and making the communities more climate resilient.
- b. Community Forests Users will receive sustainable supply of the forest products at the same time ensure conservation of the forests, enhancement of the carbon stock and contribute reducing forest-based carbon emissions.

3. Objective of the assignment

The main objectives of this assignment are to:

- a) Facilitate forest user groups to make them able to identify their forest management priorities and silvicultural needs as per their landscape demand in the context of climate change.
- b) Develop/revise/renew forest management operational plans of forest user groups and get them approved from the concerned DFOs.

4. Scope of work and deliverable outputs

• Review of the documents

- a. Review community-based forest related policies and legal provisions including the federal and provincial level laws, regulations, guidelines and the roles and rights of the local governments regarding forest management.
- b. In close consultation with relevant forest officials in provincial ministries, province directorate and the division/sub-division forest offices, gather and review the district/division forest management plans and the annual reports/publications of the concerned division.
- c. Project documents of BRCRN including Project Implementation Manual (PIM) and the project funding proposal.

- d. Critical Ecosystem Restoration Plans (CERPs) of all the river systems of concerned division to have the broader knowledge and specific interventions planned.
- e. Environmental and Social Management Plans (ESMPs), Social Inclusion and Management Plans (SIMPs) and Indigenous People's Plan (IPPs) for the river systems of Bagmati Province.
- **Prepare and submit the inception report** clarifying the understanding of TOR, development of clear methodology and the detailed work plan for the assignment. The inception report also need to include the findings of the documents review highlighting the latest content of FMOPs addressing regulatory requirements and climatic context.
 - **Facilitate CFUGs for updated climate resilient FMOPs**
 - a. The service provider should strictly follow the provisions of Forest Act 2076 and Forest Regulations 2079 while preparing the CFOPs.
 - b. Consultation and group meetings
 - Conduct inception meeting with DFOs, respective sub-division officials and PPMUs to detail out the process of user group facilitation, forest inventory and the approval of the prepared FMOPs.
 - Facilitate forest users in collaboration with respective sub-division staffs and networks of forest user groups to define forest management objectives and derive specific silvicultural management principles in respective forest user groups. In doing so, follow the federal and provincial guidelines/manual/procedures (e.g. CF guidelines, Inventory guidelines, Gender and Social Inclusion Guidelines).
 - c. Forest mapping and detailed forest inventory

In collaboration with sub-division forest officials and in meaningful participation of forest user group representatives conduct detailed survey of the forest area and carry out forest inventory and gather and record the information required for the operational plan. Service provider has responsibility to submit detailed forest inventory record of all the forests they surveyed as separate annex of the assignment completion report.
 - d. Preparation of the Operational Plan

Upon completion of community meetings and the forest inventory, service provider will prepare the operational plan as per the social and technical information gathered from the participatory and consultative procedure as mentioned above and ensures the content as suggested by BRCRN officials to make the plans climate resilient.
 - e. Validation/verification and approval of the plans

The service provider ensures sharing the revised draft versions of the plans to user groups for their validation in presence of DFO staff and then facilitate user committee leaders to get the plan approved from the DFO.

5. Outputs to deliver

- a. Inception report of the assignment



- b. In close consultation and collaboration with DFOs, SDFOs, PPMUs and stakeholders, design detailed **work plan** to carry out the assignment.
- c. A separate compiled document of the forest inventory data set and results of all the forests surveyed.
- d. Prepare, get approval and submit the revised /new FMOPs of 12 Community Forests in Chandaha ,Kamala North, Kamala South, Thakur and Tawa North Riversystems.
- e. Submit the final report (including the process report, learning and key suggestions based on the process facilitation applied during service provision).

6. Delivery schedule

The overall maximum duration of the contract will be of four months starting from the date of agreement. Actual contract period will be determined during the agreement based on the number of CFOPs to be revised.

No	Key milestone	Deadline (with effect from contract signing date)
1.	Review of secondary information and project documents/ Submit Inception Report	Within one week
2.	Facilitate CFOP revision/formation procedures and group facilitation following CF guidelines and identify the forest management objectives	Within four weeks
3.	Carry out forest survey and detail inventories following the forest inventory guideline	Within six weeks
4.	Submit the revised/updated version of CFOPs of forest user groups to respective DFOs	Within eight weeks
5.	Submit the approved final revised version of CFOP with the assignment completion report	Within ten weeks

7. Eligibility of the consulting Firm:

All national consulting firms with prior experience in formulation of community based Sustainable/ Scientific Forest Management Plan or in equivalent works will be considered eligible for the consultation services.

8. Required Key Human Resources

A. Key Experts:

1. Team-leader (one person, 40 working days per person)

Qualifications and experience

- Master's degree in forestry, Environment Management, Natural Resource Management or equivalent.
- At least five years of experience in facilitation and development of community-based forest operational plan preparation, revision and implementation, carrying out forest inventory and mapping
- Preferred working experience in community-based forest management and development and groups/institution management
- Preferred working experience in Churia Landscape of Nepal
- Prior working experience with government and/or UN system or other national/international organization will be preferable
- Language proficiency in both English and Nepali

Roles and Responsibilities:

- Review all the project documents required to carry out this assignment
- Develop detailed process/methodology and submit the inception report
- Adopt/design sustainable forest management framework and ensure integration of the broader framework/guidelines in the specific forest management plans
- Develop/revise/update forest management operational plans as per the guidelines
- Reporting and quality assurance

2. Forest officers(4 persons; one each for 3CFOPs, 4for 12 CFOPs, 75 working days per person)

- Bachelor's degree in forestry with at least two years of experience in facilitation and development of community-based forest users' operational plan preparation, revision and implementation, carrying out forest inventory and mapping
- Prior working experience in development of forest management plans with government of Nepal and/or other organizations that facilitates user groups in forest management.
- Proficiency in both English and Nepali languages

Roles and Responsibilities:

- Support team leader in development of methodology of the assignment
- Carry out forest inventory and mapping, analyse inventory data and prepare detail reports with forest management zoning
- Develop/revise/update forest management plans
- Support team leader to design sustainable forest management framework.

B. Non Key experts

1. Forest Inventory Enumerators/Field facilitators (4 persons; one each for 3CFOPs, 4for 12 CFOPs, 75 working days per person)

- Bachelor's degree /Diploma in forestry or equivalent with experience of conducting forest enumeration work and group facilitation independently.
- Knowledge and skills of data analysis and presentation
- A good team player and able to manage fieldwork in coordination with the stakeholders.

Roles and responsibilities:

- Boundary Survey, block survey of the forest and other features if applicable.
- Layout the sampling plots, measure required variable and record them.
- Other field related works.

(The outline of the additional contents for FMOP in the context of BRCRN is annexed for SP reference)

Annex 1

Contents that should be covered by the revised FMOP in the BRCRN project area.

चुरे उत्थानशील आयोजना

सामुदायिक वन उपभोक्ता समूह,
वन कार्ययोजनामा समावेश गर्नु पर्ने बुँदाहरू

१. पृष्ठभूमि

चुरे उत्थानशील आयोजना नेपाल सरकार तथा संयुक्त राष्ट्र संघ, खाद्य तथा कृषि संगठन (FAO) नेपालको संयुक्त प्रयासबाट चुरे क्षेत्रको उत्थानशीलको लागि हरित जलवायु कोष (Green Climate Fund-GCF) को सहायतामा नेपालमा आएको पहिलो आयोजना हो । यस आयोजना एकीकृत दीगो प्राकृतिक श्रोत व्यवस्थापनको माध्यमबाट चुरे क्षेत्रको पारिस्थितिकीय प्रणाली सुधारको साथै संकटासन्न समुदायको जलवायु समानुकूलन क्षमतामा अभिवृद्धि गर्ने लक्ष्यका साथ पूर्वको ११ जिल्लाका २६ वटा नदी प्रणालीमा शुरू भएको हो । यस आयोजनाले २६ वटा नदी प्रणालीहरूको ६०० सामुदायिक वन उपभोक्ता समूहहरूलाई जलवायु उत्थानशील मैत्री बनाउने लक्ष्य राखेको छ । वन कार्ययोजना तयारी तथा सुधार सहित नविकरण गरि जलवायु उत्थानशीलताका लागि दिगो प्राकृतिक श्रोत व्यवस्थापनलाई सुदृढ गर्न सकिन्छ । यसका साथै समग्रमा ७५० वटा समुदायमा आधारित संस्थाहरू (सामुदायिक वन उपभोक्ता समूह, साझेदारी वन उपभोक्ता समिति र कबुलियती वन उपभोक्त समूह) हरूलाई जलवायु उत्थानशीलता भू-उपयोग, दिगो प्राकृतिक श्रोत व्यवस्थापन सम्बन्धी क्षमता अभिवृद्धि गर्ने यस आयोजनाको लक्ष्य रहेको छ । यस अवधारणा पत्रमा वन कार्ययोजना तयारी तथा सुधार सहित नविकरण गर्दा योजनाको लक्ष्य अनुसार जलवायु उत्थानशील अनुकूल प्रावधानहरू अर्थात जलवायु अनुकूलन कृषाकलापहरू समावेश गर्नुको साथै छुटाउन नहुने बुँदाहरू समावेश गरिएका छन् । यस प्रक्रियाबाट आयोजनाको अन्त्य सम्ममा ५,१२,४९९ हे वन क्षेत्रमा रहेका वनले संवेदनशील पारिस्थितिकीय जलवायु र भूउपयोग उत्थानशील र वन व्यवस्थापन अभ्यासबाट जलवायु सम्बन्धी जोखिमलाई न्युनिकरण गर्न सक्षम हुनेछ ।

यसै सन्दर्भमा सामुदायिक वन विकास कार्यक्रम मार्गदर्शन २०७१ को अनुसूची ७, ७(क) र ८ मा व्यवस्था भए अनुसार चुरे उत्थानशील आयोजनाले समेटन सकिने जलवायु अनुकूलन र अल्पीकरणका कृषाकलापहरू र

मार्गदर्शनमा समेटन नसकिएका कृयाकलापहरू राखिएका छन् । यी कृयाकलापहरू संवेदनशील पारिस्थितिकीय पुनरस्थापन योजना (Critical Ecosystem Restoration Plan-CERP) मा उल्लेख गरिएका रहेका छन् ।

उद्देश्य

यसको प्रमुख उद्देश्य चुरे क्षेत्रको पारिस्थितिकीय प्रणाली सुधारको साथै संकटासन्न समुदायको जलवायु समानुकूलन क्षमतामा अभिवृद्धि गर्न वन कार्ययोजनामा समावेश गरिने कृयाकलापहरू पहिचान गर्नु रहेको छ ।

समग्र कृयाकलापहरू उपर्युक्त उद्देश्यको लागि चुरे उत्थानशील आयोजनाले तयार पारेको संवेदनशील पारिस्थितिकीय प्रणाली पुनरस्थापन योजना अनुसार तपसिलका कृयाकलापहरू गर्न सान्दर्भिक देखिन्छ ।

१. सामुदायिक वन क्षेत्रमा वन प्रजातिको छनौट, उत्पादन तथा वृद्धारोपण
सामुदायिक वन क्षेत्र भित्र रैथाने वन प्रजातिहरू मध्ये सो सामुदायिक वन क्षेत्रको माटो तथा हावापानी सुहाउँदो र स्थानिय उपभोक्ताहरूको माग समेतलाई विचार गरी उपयोगी हुने प्रजातिहरू छनौट गर्ने । यसमध्ये डालेघाँस, फलफूल, गैरकाष्ठ वन पैदावारलाई जोड दिईनेछ । यी सबै प्रजातिहरू छोटो समयमा उत्पादन दिन सक्ने हुनुपर्दछ । यी रुख प्रजातिहरू मध्ये हावापानी र समुदायले माग गरे अनुसार उत्पादन गरिनेछ ।

- उष्ण हावापानी तथा तराईमा उपयुक्त हुने प्रजातिहरू- टिक ,बडहर ,हरौं ,बरौं , कदम ,गम्हारी ,पाखुरी ,कटहर ,अम्बा ,अमृसो, बाँस
- उपोष्ण हावापानी तथा चुरेको माथिल्लो भागमा हुने प्रजातिहरू- टिक ,बडहर ,पाखुरी , कटहर ,अमला ,कुटमिरो, सिमल, बाँस

२. सामुदायिक वन क्षेत्र भित्र खुला चरिचरन प्रतिबन्ध गर्ने । चरिचरन गर्ने परे सामुदायिक वन क्षेत्रको कुनै खण्डलाई व्यवस्थित चरिचरन क्षेत्र छुट्याएर गाईवस्तु संख्यालाई धान्ने क्षमताको आधारमा (Carrying capacity) विश्लेषण गरेर मात्र चरिचरन गर्ने ।

- सामुदायिक वन क्षेत्र भित्र क्षतिग्रस्त (Degraded land) भागलाई पुनरस्थापना (Rehabilitation) गर्न सो क्षेत्रलाई संवेदनशील क्षेत्र तोकेर घेरावेरा अनिवार्य गर्ने, सो क्षेत्रको प्रकृति हेरेर माउ रुखहरू (Mother tree) भए त्यसलाई संरक्षण गर्ने । संरक्षण पोखरी निर्माण गर्ने वा उपयुक्त प्रजातिको समृद्धि वृक्षारोपण (Enrichment plantation) गर्ने ।
४. सामुदायिक वन उपभोक्ताहरूको निजि जग्गामा कृषि वन प्रवर्धन कार्यक्रम, कृषकहरूलाई निशुल्क विरुवा वितरण र प्रविधि हस्तान्तरण कार्यक्रम गर्ने ।
 ५. नदी किनारमा रहेका नदी उकास तथा सार्वजनिक जग्गामा कृषि वन प्रवर्धन, बाँसको हरित पेट्टी (green belt) निर्माण, सुख्खा जग्गामा खयरको विउ छरेर पुनरउत्पादन गर्ने, विपन्न, दलित, जनजातीहरूको समूह गठन गरी आयआर्जनमुखी कृषिवन प्रवर्धन गर्ने ।
 ६. सामुदायिक वन क्षेत्र भित्र जैविक विविधतालाई प्रवर्धन हुने गरी रुख प्रजातिका फलफूल जस्तै सिमल, पाखुरी, डुमरी, गम्हारी, बेल, बयरलाई अन्य प्रजातिको साथ मिश्रित रूपमा रोपण गर्ने ।
 ७. गल्छी, भूक्षय, पहिरो नियन्त्रण तथा रोकचाम गर्नको निमित्त संवेदनशिल पारिस्थितिकीय पुनरस्थापन योजना (Critical Ecosystem Restoration Plan - CERP) ले तोके बमोजिम खोल्सी, भूक्षय तथा साना पहिरो नियन्त्रणका संरचना (चेक ड्याम,) निर्माण गर्नु पर्दछ ।
 ८. पुरानो पोखरी, ताल, मुहान वा जलभण्डार भए त्यसलाई मर्मत सुधार वा पुनरनिर्माण गर्ने। सो नभए नयाँ संरक्षण पोखरी निर्माण (catchment pond), वर्षाको पानी संकलन (rainwater harvesting) तथा पुनरजल भरण (Recharge pond) बनाउने ।
 ९. वन डडेलो व्यवस्थापन गर्न समूहस्तरीय डडेलो प्रतिरोधात्मक समूह (Firefighting group) गठन गर्ने र तालिम तथा अभिमुखिकरण मार्फत क्षमता अभिवृद्धि गर्ने । वन डडेलो नियन्त्रण गर्ने औजारहरू र साधनहरू प्रयोग तथा परिचालन गर्ने । डिभिजन वन कार्यालय तथा नजिकको सब-डिभिजन वन कार्यालयसंगको समन्वय थप स्रोत साधनको परिचालन गर्ने ।
 १०. वन क्षेत्रमा वन डडेलोको जोखिमलाई न्युनिकरण गर्न वन अग्नीपथ (fire line) निर्माण, वनपथ निर्माण, अग्नी प्रश्रय दिने सामग्रीहरूको उचित व्यवस्थापन गर्नु पर्छ ।

११. अग्नी सूचक मोबाईल एप (Forest Fire App) को प्रयोग बढाएर खतरा न्युनिकरण गर्ने काम

गर्नु पर्दछ ।

१२. वन संरक्षणको लागि सामुदायिक वन उपभोक्ता समुहको निर्णय अनुसार तोकिएको समूह परिचालन वा वन हेरालुको नियमन र अनुगमन गर्ने ।
१३. सामुदायिक वनको पुरै क्षेत्र वा कुनै क्षेत्रलाई नमुना वन व्यवस्थापन क्षेत्र घोषणा गर्ने । सो क्षेत्र भित्र वन समृद्धिकोलागि गरिने वन सम्बर्धन कार्यहरू छटनी (Pruning) पत्ल्याउने (Thinning), ढलापढा संकलन तथा व्यवस्थित गर्ने योजना अनुसार गर्ने ।
१४. मिचाहा झारहरू जस्तै माईकेनिया मिकान्था र वनमारा लगायतका झारलाई हटाउने तथा व्यवस्थित गर्ने काम गर्नु पर्छ । सो झारहरूलाई फुलफुल्ने अगावै काटेर नष्ट गर्ने ।
१५. जैविक विविधता संरक्षण तथा प्रवर्धन गर्नको निमित्त वनभित्र पाईने बहुमूल्य वनस्पती, जंगली जनावर, पंक्षी, सरिसृप, पुतली, बंपाणु संरक्षण (gene conservation)को कार्य गर्ने ।
१६. वनको माटो तथा हावापानी अनुसार वनभित्र बहुउपयोगका रुख प्रजाति जस्तै तेजपात, दालचिनी, बेल, चिउरी, कुटमिरो, डुम्री, बडहर, सरिफा, ईमली, लप्सी रोप्नु पर्दछ जस्तै मानविय आवश्यकतालाई परिपूर्तिको साथै जंगली जिवजन्तुको पनि प्रवर्धन गर्दछ ।
१७. नदी किनार (River bank) स्थिरीकरण (stabilization), गल्ली तथा खहरे नियन्त्रण स्थानिय स्रोत साधनको प्रयोग गरी बायोईन्जिनियरिङ तरिकाबाट गर्ने
१८. नदीतटमा हरित पेट्टी (Green belt) बनाउन बाँस वृक्षरोपण गर्ने ।
१९. सुख्खा याम तथा सुख्खा ठाउँमा वृक्षरोपणमा सिँचाईको व्यवस्था गर्ने ।
२०. बारबेरा सहितको वृक्षरोपण गर्ने
२१. उपभोक्ताहरूको आयआर्जन कार्यलाई बढावा दिनकोलागि वनस्रोतमा आधारित उध्यमहरू (Forest based enterprises) हरूको सञ्चालन गर्नु पर्छ । यस्ता वनजन्य उध्यमहरूमा वन नर्सरी उध्यम, गैरकाष्ठ वन पैदावार (Non-timber forest products) जस्तै पातको दुनाटपरी, बाँसको हस्तकला, जडीबुटी संकलन, प्रशोधन, पर्यापर्यटनहरू मध्ये उपयुक्त उध्यम सञ्चालन गर्ने ।

२२. वन क्षेत्रभित्र विद्यमान महत्वपूर्ण जडीवुटीहरू जस्तै हरो, बरो, अमला लगायत अन्य जडीवुटीहरूको संरक्षण, प्रवर्द्धन गर्ने ।

२३.

उपर्युक्त धेरै जसो प्रावधानहरू सामुदायिक वन विकास मार्गदर्शन २०७१ मा उल्लेख भईसकेका छन् भने यस अतिरिक्त छुटाउन नहुने कृषाकलापहरू तपसिल अनुसार रहेका छन् ।



यस आयोजना अन्तर्गत वन कार्ययोजना तयारी तथा सुधार सहित नविकरण गर्दा छुटाउन नहुने बुँदाहरू

- पुनरुत्पादन व्यवस्थापन विधि उपचार (Assisted Natural Regeneration) गर्ने
- कृषि वन प्रवर्धन (फलफुल विरुवा विकास) गर्ने ।
- सामुदायिक वन भित्र जैविक विविधतालाई प्रवर्धन हुने गरी फलफुलका विरुवा रोपण गर्ने ।
- संरक्षण सहितको वृक्षरोपण गर्ने ।
- नदी तटमा हरित पेटी (Green belt) बनाउन बाँस वृक्षरोपण गर्ने ।
- सार्वजनिक तथा नदि उकास जग्गामा कृषि वन वा नदी तटीय वन विकास गर्ने ।
- जैविक विविधता संरक्षण तथा प्रवर्धन गर्नको निमित्त वनभित्र पाईने बहुमूल्य वनस्पती, जंगली जनावर, पक्षी, सरिसृप, पुतली, वंषाणु संरक्षण (gene conservation)को कार्य गर्ने ।
- वन हेरालुको अनुगमन तथा नियमन गर्ने ।
- अग्नी सूचक मोबाईल एप (Forest Fire App) को प्रयोग बढाएर खतरा न्युनिकरण गर्ने काम गर्नु पर्दछ ।