



# Request for Proposals

Title of Consulting Services:

**Feasibility Study for Leasing Land (Floodplains, Riverbanks, Public Fallow Land, and Forest Areas) to the Private Sector for Plantation and Production.**

RFP no: LP/MOFE/L-LAND-02/2082/83

**Lumbini Province Government**  
**Ministry of Forests and Environment**  
Deukhuri, Dang

**2082**

(1)

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Lumbini Provincial government  
**Ministry of forests and Environment**  
Rapti Valley, Deukhuri, Nepal

Ref.No:- LP/MOFE/L-LAND-02/2082/83

**Subject : Letter of Invitation**

**Name of Contract: Feasibility Study for Leasing Land (Floodplains, Riverbanks, Public Fallow Land, and Forest Areas) to the Private Sector for Plantation and Production**

The Ministry of Forests and Environment request proposals to provide the following consulting services:

1. The objective of the proposed consultants service is **to identify the feasible land for leasing to the private sector for plantation development and production.**
2. More details on the services are provided in the attached Terms of References.
3. A consultant will be selected under **Quality and Cost Based selection** method and procedures described in this RFP.
4. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract.

Name: Pramod Bhattarai  
Secretary

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## Section 2. Information to Consultants

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

<b>1. Introduction</b>	<ol style="list-style-type: none"><li>1.1 The Client named in the Data Sheet will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</li><li>1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, for services as specified in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.</li><li>1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to visit the Client before submitting a proposal and are advised to attend a pre-proposal conference if one is specified in the Data Sheet.</li><li>1.4 The Client will provide the inputs specified in the Data Sheet, assist the consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</li><li>1.5 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.</li><li>1.6 GoN (or Donor Agency) policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.</li><li>1.7 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:<ol style="list-style-type: none"><li>a. A consultant, which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the consultant's earlier consulting services) for the same project.</li></ol></li></ol>
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	<p>b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.</p>
	<p>1.8 Any previous or ongoing participation in relation to the assignment by the consultant, its professional staff or affiliates or associates under a contract with the GoN may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.</p> <p>1.9 It is the GoN's policy to require it implementing agencies, as well as consultants under GoN (or Donor Agency) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:</p> <ol style="list-style-type: none"><li>a. defines, for the purposes of this provision, the terms set forth below as follows:<ol style="list-style-type: none"><li>i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and</li><li>ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.</li></ol></li><li>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;</li><li>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;</li><li>d. will debar a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and</li><li>e. will have the right to require that, a provision be included requiring consultants to permit the Client inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.</li></ol> <p>1.10 Consultants shall not be under a debarment for corrupt and fraudulent practices issued by GoN accordance with the above sub para. 1.9 (d).</p> <p>1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.</p>

<p><b>2. Clarification and Amendment of RFP Documents</b></p>	<p>2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.</p> <p>2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.</p>
<p><b>3. Preparation of Proposal</b></p>	<p>3.1 Consultants are requested to submit a proposal Sub - Clause 1.2 written in the language(s) specified in the Data Sheet.</p>
<p><b>Technical Proposal</b></p>	<p>3.2 In preparing the Technical Proposal (TP), consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.</p> <p>3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:</p> <ul style="list-style-type: none"> <li>i. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment.</li> <li>ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</li> <li>iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the consultant or have an extended and stable working relationship with it.</li> <li>iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those prevailing in Nepal.</li> </ul>

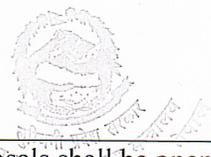


	<ul style="list-style-type: none"><li>v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.</li><li>vi. Reports to be issued by the consultants as part of this assignment must be in the language(s) as specified in the Data Sheet.</li></ul> <p>3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):</p> <ul style="list-style-type: none"><li>a. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, <i>inter alia</i>, the client, location and duration of the assignment, contract amount, and consultant's involvement.</li><li>b. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).</li><li>c. A description of the methodology and work plan for performing the assignment (Section 3D).</li><li>d. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).</li><li>e. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F).</li><li>f. Key information should include number of years working for the consultant/entity and degree of responsibility held in various assignments during the last three (3) years.</li><li>g. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).</li><li>h. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.</li><li>i. Any additional information requested in the Data Sheet.</li></ul> <p>3.5 The Technical Proposal shall not include any financial information.</p>
<b>Financial Proposal</b>	<p>3.6 In preparing the Financial Proposal (FP), consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment, including</p> <ul style="list-style-type: none"><li>a) remuneration for staff (in the field and at headquarters), and</li><li>b) reimbursable expenses such as subsistence (per diem, housing), transportation (mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of</li></ul>

	<p>documents, communication (Telephone, Fax etc.) surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.</p> <p>3.7 The Financial Proposal should include all duties, taxes and other levies, and other charges imposed under the applicable law payable by the Consultant under the Contract or for any other cause.</p> <p>3.8 Consultants shall express the price of their services in Nepalese Rupees.</p> <p>3.9 The Data Sheet indicates the required validity period of the proposals. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.</p>
<p><b>4. Submission, Receipt, and Opening of Proposals</b></p>	<p>4.1 The original proposal (TP and FP) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultant itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.</p> <p>4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.</p> <p>4.3 The Technical Proposal shall be placed in a sealed envelope clearly marked "<b>Technical Proposal</b>," and the Financial Proposal in a sealed envelope clearly marked "<b>FINANCIAL PROPOSAL</b>" and warning: "<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "<b>DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.</b>" Or in case of submission of electronic proposal via email, technical and financial proposal should be submitted in separate email indicating "<b>Submission of Technical Proposal</b>" in subject line of Technical proposal ending email and "<b>Submission of Financial Proposal</b>" in subject line of Financial proposal ending email.</p> <p>4.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.</p> <p>4.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the</p>



	Client's Procurement Unit until all submitted proposals are opened publicly.
<b>5. Proposal Evaluation</b>	
<b>General</b>	<p>5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.</p> <p>5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.</p>
<b>Evaluation of Technical Proposals (QCBS, QBS, FBS, LCBS))</b>	<p>5.3 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member to the particular proposal. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>5.4 In the case of Quality-Based Selection, the highest ranked consultant is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in para. 1.2 and the Data Sheet.</p>
<b>Public Opening and Evaluation of Financial Proposals (CBS Only)</b>	<p>5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded. The Client shall prepare minutes of the public opening.</p>
<b>Public Opening and Evaluation of Financial Proposals (QCBS, FBS, LCBS)</b>	<p>5.6 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall be 7 after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.</p>



	<p>5.7 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.</p> <p>5.8 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors.</p> <p>5.9 In case of Fixed Budget Selection (FBS), the consultant's Financial Proposals with cost more than the specified fixed budget ceiling by the Client in Data Sheet shall be rejected.</p> <p>5.10 In case of Least Cost Based Selection (LCBS), the consultant's proposal which has scored the minimum pass mark in the Technical proposal and is of the least cost in the financial proposal shall be invited for negotiation.</p> <p>5.11 In case of QCBS and FBS with financial proposal within specified fixed budget ceiling, the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet.</p> <p>5.12 Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: <math>S = St \times T\% + Sf \times P\%</math>. The consultant achieving the highest combined technical and financial score will be invited for negotiations.</p>
<p><b>6. Negotiations</b></p>	<p>6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.</p> <p>6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.</p> <p>6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates in the cases of QCBS methods.</p>



	<p>For QBS, the consultant should provide the information on remuneration rates described in the Appendix to this information.</p> <p>6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If substitution is considered then the proposed alternative candidate shall be evaluated as per the original criteria. The qualification and experience of the substitute candidate shall equal to or higher than the originally proposed candidate. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.</p> <p>6.5 The negotiations will conclude with a review of the draft form of the contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a Contract.</p>
<p><b>7. Award of Contract</b></p>	<p>7.1 Pursuant to Sub-Clause 6.5, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>7.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Sub -Clause 7.1 and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Sub Clause 7.1.</p> <p>7.3 If the review application is not received by the Client pursuant to Sub- Clause 7.2 then the proposal of the Consultant, selected as per Sub-Clause 7.1 shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 7 days.</p> <p>7.4 If the Consultant fails to sign an agreement pursuant to Sub-Clause 7.3 then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>7.5 If a review application is received by the Client pursuant to Clause 7.1 then the Client will clarify and respond within 5 days of receiving such application.</p>



	<p>7.6 If the applicant is not satisfied with the decision given by the procuring entity and/ or the decision is not given by the Procuring Entity Chief within 5 days then the applicant can file a complaint to the Review committee within 7 days.</p> <p>7.7 The Client shall return the unopened Financial Proposals of those consultants who did not pass the technical evaluation.</p> <p>7.8 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
<b>8. Confidentiality</b>	<p>8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the letter of intention to accept the proposal is not issued to the selected consultant pursuant to Sub- Clause 7.1.</p>
<b>9. Conduct of Consultants</b>	<p>9.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Public Procurement Act and Regulations.</p> <p>9.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement:</p> <ul style="list-style-type: none"><li>a. give or propose improper inducement directly or indirectly;</li><li>b. distortion or misrepresentation of facts;</li><li>c. engaging or being involved in corrupt or fraudulent practice;</li><li>d. interference in participation of other prospective bidders;</li><li>e. coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings;</li><li>f. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price;</li><li>g. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract.</li></ul>
<b>10. Blacklisting Consultant</b>	<p>10.1 Without prejudice to any other rights of the Employer under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <ul style="list-style-type: none"><li>a) if it is proved that the bidder committed acts pursuant to the Information to Consultants clause 9.2,</li></ul>



	<ul style="list-style-type: none"><li>b) if the bidder fails to sign an agreement pursuant to Information to Consultants clause 7.3,</li><li>c) if it is proved later that the bidder/contractor has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract</li><li>d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the contract.</li><li>e) if it is proved that the contract agreement signed by the consultant was based on false or misrepresentation of consultant's qualification information,</li><li>f) other acts mentioned in the Data Sheet or SCC.</li></ul> <p>10.2 A Consultant declared blacklisted and ineligible by the Non-Public procurement Office and or concerned Donor Agency in case of donor funded project shall be ineligible to bid for a contract during the period of time determined by the GoN and or the concerned donor agency.</p>
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## **Section 3. Technical Proposal - Standard Forms**

3A. Technical Proposal Submission Form

3B. Consultant's References

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

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

3E. Team Composition and Task Assignments

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

3G. Time Schedule for Professional Personnel

3H. Activity (Work) Schedule

### 3A. Technical Proposal Submission Form



[Location, Date]

To:  
**Lumbini Province Government**  
**Ministry of Forest and Environment**  
**Deukhuri, Dang**

**Subject: Submission of Technical Proposal**

Dear Sir,

We, the undersigned, offer to provide the consulting services for **Feasibility Study for Leasing Land (Floodplains, Riverbanks, Public Fallow Land, and Forest Areas) to the Private Sector for Plantation and Production** in accordance with your Request for Proposal dated [Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

We remain,

Yours sincerely,

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

(15)



### 3B. Consultant's References

Relevant Services Carried Out That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your Consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted. Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity (profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services NRs
Name of Associated consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff, Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project: :( Actual assignment. nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		



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

On the Terms of Reference:

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

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

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

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

### 3E. Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task
2. Supporting Staff		
Name	Position	Task



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

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

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member] Day/Month/Year*

Full name of staff member: \_\_\_\_\_



### 3G. Time Schedule for Professional Personnel

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

Full time: \_\_\_\_\_ Part-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_ Signature: \_\_\_\_\_  
 (Authorized representative)  
 Full Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_

### 3H. Activity (Work) Schedule

#### A. Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc. are weeks from the start of assignment.]*

Activity (Work)	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>

#### B. Completion and Submission of Reports

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



## **Section 4. Financial Proposal - Standard Forms**

4A. Financial Proposal submission form.

4B. Cost Component and Breakdown.

## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location. Date]

To:  
Lumbini Province Government  
Ministry of Forest and Environment  
Deukhuri, Dang

### Subject: Submission of Financial Proposal

Dear Sir,

We, the undersigned, offer to provide the consulting services for **Feasibility Study for Leasing Land (Floodplains, Riverbanks, Public Fallow Land, and Forest Areas) to the Private Sector for Plantation and Production** in accordance with your Request for Proposal dated [Date]. Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of the local taxes except Value Added Tax (VAT), which we have estimated at [Amount(s) in words and figures].

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

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

(21)



#### 4B. Cost Component and Breakdown

Cost Breakdown for Periodic Plan Preparation					
S.N	Cost component	Unit /person	Rate	days/times	Amount
<b>1</b>	<b>Human Resources (Personnel/ Direct cost; Allowances)</b>				
1.1	Team Leader				
1.2	Forest Expert				
1.3	GIS Expert				
1.4	Sociologist/Economist				
1.4	Forest Technician				
	<b>Sub Total of 1</b>				
<b>2</b>	<b>Travel cost (Field visit and data collection)</b>				
2.1	Travel cost for study team				
2.2	DSA: Study team				
	<b>Sub-total of 2</b>				
<b>3</b>	<b>Data collection and field work management</b>				
3.1	Internet and communication cost				
3.2	Workshop cost (breakfast, lunch and hall rent)				
3.3	FGD cost				
3.4	Stationaries, Tools print, photocopy and report preparation				
	<b>Sub-total of 3</b>				
	<b>Total of Subtotal (1 to 3)</b>				
	<b>VAT@13%</b>				
	<b>Grand Total</b>				
<b>Total amount in word:</b>					

SECTION -5 DATA SHEET

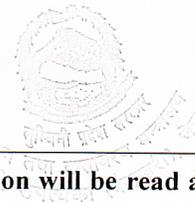
  
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A. General	
ITC Clause Reference	
1(a)	Development Partner (DP) is: Not Applicable
1(b) (definitions)	<p>International experts mean experts who are citizens of an eligible country.</p> <p>National experts mean experts who are citizens of Nepal.</p> <p>Nationals who possess the appropriate international experience may be considered for assignments that require international expertise.</p> <p>The international experience that is required for a particular assignment will be defined and described in the pertinent <b>TOR</b>.</p>
2.1	<p><b>Name of the Client:</b></p> <p style="text-align: center;"><b><u>Lumbini Province Government</u></b>  <b><u>Ministry of Forest and Environment</u></b>  <b><u>Deukhuri, Dang</u></b>  <b><u>Lumbini Province, Nepal</u></b></p> <p><b>Method of selection:</b> <u>QCBS</u></p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b></p> <p>Yes (in separate close envelope)</p> <p><b>The name of the assignment is: Feasibility Study for Leasing Land (Floodplains, Riverbanks, Public Fallow Land, and Forest Areas) to the Private Sector for Plantation and Production</b></p>
2.3	<b>A pre-proposal conference will be held:</b> No.
2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>Please refer to TOR</p>
3.2	Maximum number of partners in JV shall be: <b>no</b>
3.1.1	<p><b>A list of debarred firms and individuals is available at the following website</b></p> <p><a href="http://www.ppmo.gov.np">www.ppmo.gov.np</a></p>
B. Preparation of Proposals	

(23)

4.1	<p><b>The Proposal shall comprise the following:</b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b> (each form must be followed by the separator with headings as mentioned in Data Sheet)</p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) Proof of Legal Status and Eligibility/ Self Declaration</li> <li>(3) TECH-1</li> <li>(4) TECH-2</li> <li>(5) TECH-3</li> <li>(6) TECH-4</li> <li>(7) TECH-5</li> <li>(8) TECH-6</li> <li>(9) TECH-7</li> </ol> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (as provided):</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1 (followed by any or all forms given below, as provided)</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> </ol> <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"> <li>• Certificate of firm registration</li> <li>• VAT Registration</li> <li>• Tax Clearance Certificate for FY 2081/82</li> <li>• Power of attorney</li> </ul>
4.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: not permissible
4.2	Proposals must remain valid for 30 calendar days after the proposal submission deadline.
4.3	Sub-contracting is allowed for the proposed assignment No
5.1	<p><b>Clarifications may be requested no later than Five days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;"><b>Lumbini Province Government</b> <b>Ministry of Forest and Environment</b> <b>Deukhuri, Dang</b> <b>Lumbini Province, Nepal</b></p> <p>Facsimile: _____ E-mail: <a href="mailto:mofesc.planning@gmail.com">mofesc.planning@gmail.com</a> 9858058907</p>
5.1.1	<p><b>Shortlisted Consultants may associate with</b></p> <p>(a) non-shortlisted consultant(s): <u>NO</u></p> <p>(b) other shortlisted Consultants: <u>NO</u></p>

5.1.2	<b>Estimated input of national Key Experts' time-input: As per ToR</b>
6.1	<p>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) Cost of Professional Liability Insurance.</p> <p>(8) Cost of transportation, presentation or meeting organised by consultant including allowances to participants.</p> <p>(9) Other allowances where applicable</p>
6.2	<p><b>A price adjustment provision applies to remuneration rates:</b></p> <p>No</p>
6.3	<p><b>“Information on the Consultant’s tax obligations in Nepal can be found at the Inland Revenue Department website: <a href="http://www.ird.gov.np">www.ird.gov.np</a>.”</b></p>
6.4	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Nepalese Rupees</p>
<b>C. Submission, Opening and Evaluation</b>	
7.1	<p><b>The Consultants “shall not” have the option of submitting their Proposals electronically.</b></p>
7.2	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original;</p> <p>(b) <b>Financial Proposal:</b> one (1) original.</p>
7.3	<p><b>The Proposals must be received at the address below no later than:</b></p> <p><b>Date:</b> 2082-12-02</p> <p><b>Time:</b> 17:00 Local time</p> <p><b>The Proposal submission address is:</b></p> <p style="text-align: center;"><b>Lumbini Province Government Ministry of Forests and Environment Deukhuri, Dang Lumbini Province, Nepal</b></p>



*Prakash*  
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8.1	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals:</b> Confirmation that invitation to submit proposal was not transferred to another party.
9.1	The evaluation criteria, sub-criteria, and point system for the evaluation are:

  
**Lumbini Province Government**  
**Ministry of Forest and Environment**  
**Deukhuri, Dang**  
**Lumbini Province, Nepal**

  
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**Detail Evaluation Criteria for Technical Proposal**

Project: “Feasibility Study for Leasing Land (floodplains, Riverbanks, Public Fallow Land, and Forest Areas) to the Private Sector for Plantation and Production”

Fiscal Year: - 2082/83

Total weightage of Technical Proposal = 80

Total marks of the technical proposal = 100

Minimum marks required to be secured by the Consultant in the technical proposal = 60

**A. EVALUATION CRITERIA FOR TECHNICAL PROPOSAL      Max Score: 100**

S.N.	Particulars	Evaluation Criteria	Total Marks	Marks Division
<b>1</b>	<b>Experience of Consulting Firm</b>		<b>15</b>	
	<i>General Experience</i>		5	
	1.1	No. of Policy/feasibility/Research consulting assignment of Government of Nepal carried out by the firm		
		<ul style="list-style-type: none"> <li>• 10 or more consulting services – 5 marks</li> <li>• 5-9 consulting services – 3 marks</li> <li>• 1-4 consulting services – 1 mark</li> <li>• 0 consulting services – 0 marks</li> </ul>		
	<i>Specific Experience</i>		10	
	1.2	Projects successfully completed within last 3 years shall only be considered.		
		<ul style="list-style-type: none"> <li>• Feasibility Study – 5 marks</li> <li>• Forest based research consultancy -3 marks</li> <li>• Forest policy services – 2 marks</li> <li>• 0 consulting services – 0 marks</li> </ul>		
<b>2</b>	<b>Adequacy of Proposed Methodology and Work Plan in responding to the Terms of Reference</b>		<b>15</b>	
<b>TOR and Objectives</b>	2.1	<i>Understanding of Objectives and TOR</i>	Satisfactory	0.8
			General	1.2
			Slightly critical	1.6
			critical	2
2.2	<i>Comments and Suggestions on TOR and Services</i>	Satisfactory	0.8	
		General	1.2	
		Slightly specific	1.6	
		Significant and specific	2.0	
<b>Proposed Methodology</b>	2.3	<i>Description of Relevant Guidelines and Policy documents</i>	General	1.0
			General with examples	1.5
			General with examples and analysis	2.0
	2.4	<i>Methodology to perform as per guideline</i>	General	1.0
Clear methodology without description	2.0			



  
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<b>Proposed Schedule</b>	2.6	<b>Work Schedule</b>	Significant and specific	5	3.0
			Significant and specific with charts		4.0
			Less significant		1.4
			Fairly justifiable		2.6
			Moderately justifiable		3.8
		Relevant to proposed methodology		5.0	
<b>3</b>		<b>Qualification and Experience of Key Staffs for the Assignment</b>	<b>(General qualification ~ 30 %), (Years of exp. after bachelors ~ 30%), (specific no. of experiences ~ 40%)</b>	<b>65</b>	
	<b>3.1</b>	<b>Team Leader</b>		<b>17</b>	
	a	General Qualification	MPhil or above in Forestry or equivalent	7	7
			Masters in Forestry or equivalent		6
			Otherwise		0
	b	Years of Experience (working years Planner)	$\geq 15$ years	6	6
			$\geq 10$ and $< 14$ years		5
	c	Specific Experience (involved in Feasibility Study, Policy making, forestry sector involvement)	$\geq 6$ projects	4	4
			$\geq 4$		3
			$\geq 2$		2
			Otherwise		0
	<b>3.2</b>	<b>Forest Expert</b>		<b>12</b>	
	a	General Qualification	Master's or above in Forestry or equivalent	5	5
			Otherwise		0
	b	Years of Experience (working years as forest technician)	$\geq 7$ years	4	4
			$\geq 5$ years		3
	c	Specific Experience (involved in Forest Research/policy/Feasibility study)	$\geq 3$	3	3
			$\geq 2$		2
			$\geq 1$		1
			Otherwise		0
	<b>3.3</b>	<b>Economist/Sociologist</b>		<b>12</b>	
	a	General Qualification	Masters in Economics/Sociology or equivalent	5	5
			Otherwise		0
	b	Years of Experience (working years as Socio-Economic Expert)	$\geq 7$ years	4	4
			$\geq 5$ years		3
	c	Specific Experience (involved in Planning Projects and Research Project)	$\geq 3$	3	3
			$\geq 2$		2
			$\geq 1$		1
			Otherwise		0
	<b>3.4</b>	<b>GIS Expert</b>		<b>12</b>	
	a	General Qualification	Masters in Geography or Forestry/ /Geology with GIS or equivalent	5	5
			Otherwise		0
	b	Years of Experience (working years as GIS Expert)	$\geq 7$ years	4	4
			$\geq 5$ years		3
	c	Specific Experience (involved in NRM and GIS mapping)	$\geq 3$	3	3
			$\geq 2$		2
			$\geq 1$		1
			Otherwise		0

	3.5	<b>Forest Technician – 6 each 2 mark total 12 marks</b> <i>(Qualification and Experience As of ToR)</i>		12	
4		<b>Suitability of Transfer of Knowledge Program or Training</b>		5	
		<i>Field work and consultation process, Real-time analysis, Innovation, Implementation Approach</i>	General Knowledge Transfer Plan		2
			Plan with data collection tool matrix and analysis	5	3.5
			Plan. tools and specific description		5
<b>TOTAL</b>				<b>100</b>	

10.1	<b>An online option of the opening of the Financial Proposals is offered: No.</b>
10.1	The Client will read aloud only overall technical scores.
11.1	<b>The single currency for the conversion of all prices expressed in various currencies into a single one is Nepalese Currency</b> <b>The official source of the selling (exchange) rate is: <u>Nepal Rastra Bank; www.nrb.org.np</u></b> <b>The date of the exchange rate is: NA</b>
12.1 [a. QCBS only]	<b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b> <b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b> Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration. <b>The weights given to the Technical (T) and Financial (P) Proposals are:</b> T = 0.8, and P = 0.2 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 x T% + Sf x P%.
<b>D. Negotiations and Award</b>	
13.1	The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative. <b>Expected date and address for contract negotiations:</b> <b>Date:</b> (provided upon contract agreement) <b>Address: <i>Lumbini Province Government Ministry of Forest and Environment Deukhuri, Dang</i></b>
14.1	<b>Expected date for the commencement of the Services:</b> provided upon contract agreement



*[Handwritten Signature]*  
प्रमाणित महरास  
सचिवालय

	<b>Date:</b> Work order date at: <i>Lumbini Province Government Ministry of Forest and Environment Deukhuri, Dang</i>
15.1	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: <b>NO</b>
16.1	<b>A list of blacklisted firms is available at the PPMO's website <a href="http://www.ppmo.gov.np">http://www.ppmo.gov.np</a></b>

## कार्यशर्त (Terms of Reference - ToR)



### निजी क्षेत्रलाई नदि उकास, खोला किनार, सार्वजनिक बाँझो जग्गा तथा वन क्षेत्रमा वृक्षारोपण तथा उत्पादन गर्न लिजमा जग्गा उपलब्ध गराउने सम्बन्धि सम्भाव्यता अध्ययन

#### १. पृष्ठभूमि (Background)

लुम्बिनी प्रदेश नेपालको विविधतायुक्त भूगोल भएको प्रदेश हो, जहाँ तराईका उर्वर फाँटदेखि पहाडी शृङ्खलाहरूसम्म फैलिएको छ। यस प्रदेशमा बग्ने मुख्य नदीहरू जस्तै राप्ती, बबई, तिनाउ, वाणगंगा र तल्लो तटीय क्षेत्रका साना खोलाहरूले वर्षेनी धार परिवर्तन गर्दा ठूलो मात्रामा नदी उकास जग्गा (Riverbed/Floodplain) सिर्जना गरिरहेका छन्। हाल यस्ता क्षेत्रहरू झाडी, बुट्यान र बालुवायुक्त बगरका रूपमा खेर गइरहेका छन्।

वन क्षेत्रभित्र पनि कतिपय हैसियत बिग्रीएका वन (Degraded Forests) र खाली स्थानहरू छन्, जसको उपयोग तथा व्यवस्थापनको अभावमा उत्पादकत्व शून्य प्रायः छ। यस्ता जग्गाहरूको सदुपयोग गरी उद्योग कलकारखानाहरू लाई आवश्यक पर्ने कच्चा पदार्थ उत्पादन, वातावरण सृद्धीकरण गरी हरियाली कायम गरी रोजगारीका अवसरहरू सृजना गर्न सक्ने देखिन्छ। साथै लुम्बिनी प्रदेशको आ.व. २०८२/०८३ को निति तथा कार्यक्रमको बुँदा नं. ९१ मा रुख रोपन र उत्पादन गर्न निजी क्षेत्रलाई लिजमा उपलब्ध गराउने बिषयमा सम्भाव्यता अध्ययन गरिनेछ भन्ने उल्लेख भएबमोजिम समेत यो अध्ययन “निजी क्षेत्रलाई नदि उकास, खोला किनार, सार्वजनिक बाँझो जग्गा तथा वन क्षेत्रमा वृक्षारोपण तथा उत्पादन गर्न लिजमा जग्गा उपलब्ध गराउने सम्बन्धि सम्भाव्यता अध्ययन” को सान्दर्भिकता रहेको हुदा अध्ययन कार्य अगाडी बढाईएको छ।

#### २. विद्यमान समस्या तथा चुनौतीहरू

विद्यमान मुख्य समस्या तथा चुनौतीहरू निम्नानुसार रहेका छन्:

- हैसियत बिग्रीएको वन, नदी उकास र सार्वजनिक बाँझो जग्गाहरू संरक्षण एवं सदुपयोगको अभावमा व्यक्ति तथा संस्थागत रूपमा अतिक्रमण हुनसक्ने।
- प्रदेशको हैसियत बिग्रीएको वन, नदी उकास र सार्वजनिक बाँझो क्षेत्र अनुत्पादक रहँदा राष्ट्रिय अर्थतन्त्र र प्रदेशको आन्तरिक राजस्वमा समेत उल्लेख्य योगदान पुग्न नसकेको।
- खोला किनार र नदी उकास क्षेत्रको संरक्षण, सदुपयोग तथा व्यवस्थापन नहुँदा बाढी र कटानले तल्लो तटीय क्षेत्रमा थप क्षति पुग्न सक्ने।

  
प्रमोद पौडेल  
सचिव



- स्थानीयस्तरमा रोजगारीका अवसरहरू सृजना नहुँदा दक्ष र अदक्ष जनशक्ति विदेश पलायन हुने क्रम तीव्र रहेको।

### १.३ निजी क्षेत्रको भूमिका

सरकारको एकलो प्रयासबाट मात्र सबै खाली र हैसियत बिग्रिएका जग्गामा वृक्षारोपण र संरक्षण सम्भव नभएकाले निजी क्षेत्रको समेत सहभागितामा यस्ता क्षेत्रको सदुपयोग तथा व्यवस्थापन गर्ने नीति अघि सारिएको हो। निजी क्षेत्रसँग पुँजी, प्रविधि, र बजारको पहुँच सहज र सरल हुने हुदा निजी क्षेत्रलाई निश्चित अवधिका लागि लिजमा जग्गा उपलब्ध गराउँदा निम्नानुसारका लाभ प्राप्त हुने देखिन्छ।

१. व्यवसायिक वृक्षारोपण गरि उन्नत जातका काठ, गैरकाष्ठ वन पैदावार (NTFP) र जडीबुटी खेतीलाई प्रोत्साहन मिल्छ।
२. खाली जग्गामा हुने वृक्षारोपणले हरियाली प्रवर्द्धनहुनुको साथै कार्बन संचिति (Carbon Sequestration) मा समेत योगदान पुग्छ।
३. वनमा आधारित उद्योगहरू (जस्तै: प्लाइउड, फर्निचर, कागज उद्योग) लाई आवश्यक पर्ने कच्चा पदार्थमा प्रदेश आत्मनिर्भर बनाउन टेवा पुग्छ।
४. खाली रहेका यस्ता जग्गाहरूको सदुपयोग एवम व्यवस्थापन गर्दा र सो बाट उत्पादन हुने वस्तुहरू बाट उद्योग संचालन गर्दा प्रयास मात्रामा स्थानीय एवम राष्ट्रियस्तरमा समेत रोजगारी सृजना हुन्छ।

### १.४ नीतिगत र कानुनी आधार

नेपालको संविधानले प्राकृतिक स्रोतको संरक्षण, प्रवर्द्धन र उपयोगमा तीनै तहका सरकारको भूमिका तोकेको छ। संघीय वन ऐन २०७६ र लुम्बिनी प्रदेशको प्रदेश वन ऐन २०७८ ले बिग्रिएको वन क्षेत्र वा सरकारी जग्गालाई पर्या-पर्यटन, कृषि-वन वा रुखजन्य फलफूल खेतीका लागि निजी वा सामुदायिक क्षेत्रलाई लिजमा दिन सक्ने व्यवस्था गरेको छ।

लुम्बिनी प्रदेश सरकारको "समृद्ध प्रदेश, खुसी जनता" को लक्ष्य प्राप्ति गर्न र प्रदेशको दोस्रो पञ्चवर्षीय योजनाले अघि सारेका वन क्षेत्रको व्यवसायीकरण र भूमिको अधिकतम उपयोग गर्ने नीतिलाई कार्यान्वयन गर्न यो अध्ययन अनिवार्य देखिएको छ।

### १.५ अध्ययनको सान्दर्भिकता

यो सम्भाव्यता अध्ययनले कुन जिल्लाको, कुन स्थानीय तहमा, कति क्षेत्रफल जग्गा लिजमा दिन उपयुक्त छ भन्ने तथ्यगत निष्कर्ष निकालेको छ। यसले केवल जग्गाको पहिचान मात्र नगरी, त्यहाँको माटो र जलवायु सुहाउँदो प्रजातिहरू (जस्तै: खयर, सिसौ, सागवान, श्रीखण्ड, अगरउड, मसला, बाँस, अम्रिसो वा सुगन्धित जडीबुटी) को समेत सिफारिस गर्नेछ। यसबाट निजी क्षेत्रलाई लाभ लागत विश्लेषण गर्न समेत सहयोग पुग्नेछ।

  
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लुम्बिनी प्रदेश अन्तर्गत रहेका नदी उकास क्षेत्र, खोला किनार, सार्वजनिक बाँझो जग्गा र पर्या-पर्यटन वा उत्पादनका दृष्टिले उपयुक्त वन क्षेत्रलाई उपयोग विहीन राख्नु भन्दा निजी क्षेत्रको लगानी, प्रविधि र दक्षता परिचालन गरी उत्पादकत्व बढाउनु आवश्यक छ। यसबाट प्रदेशको आर्थिक समृद्धि, रोजगारी सिर्जना र वातावरणीय सुधारमा योगदान पुग्ने अपेक्षा गरिएको छ।

## २. उद्देश्यहरू (Objectives)

यस अध्ययनको मुख्य उद्देश्य निजी क्षेत्रलाई जग्गा लिजमा दिनुका लागि सम्भावित क्षेत्रहरू पहिचान गर्नु रहेको छ। अन्य उद्देश्यहरू निम्नानुसार रहेका छन्:

- प्रदेशभित्र लिजमा दिन सकिने सम्भावित जग्गाहरूको (नदी उकास, वन क्षेत्र, बाँझो जग्गा) पहिचान र नक्सांकन गर्नु।
- पहिचान भएका सम्भावित क्षेत्रहरूमा कुन प्रकारका प्रजाति (काठ, गैरकाष्ठ, जडीबुटी) उपयुक्त हुन्छन् भनी सिफारिस गर्नु।
- यसबाट हुने सम्भाव्य फाइदा र थप सम्भावनाहरूको पहिचान गर्नु।

## ३. कार्यक्षेत्र (Scope of Work)

परामर्शदाता वा अध्ययन टोलीले निम्न कार्यहरू गर्नुपर्नेछ:

१. लुम्बिनी प्रदेशका तराई र भित्री मधेशका जिल्लाहरू (बाँके, बर्दिया, दाङ, कपिलवस्तु, रुपन्देही र व.सु.प नवलपरासी )मा उपयुक्त जग्गाहरूको पहिचान गरी सोको क्षेत्रफल र अवस्थिति विवरण तयार गर्ने।
२. जग्गाको स्थिति र उत्पादकत्वको अवस्था पहिचान गरि उपयुक्त प्रजातिहरूको छनौट।
३. स्थानीय समुदायको अधिकार, जैविक विविधता र भू-क्षय नियन्त्रणमा पर्ने प्रभावको विश्लेषण।
४. जग्गाको सम्भावित उपयोगिताको विश्लेषण तथा सुझाव।
५. जग्गा लिजमा दिँदा स्थानीय समुदायको हक र निजी क्षेत्रको व्यवसायिक स्वार्थ बीच हुनसक्ने द्वन्द्वको पहिचान र समाधानका उपाय।
६. लिजमा दिन सकिने जग्गाको जी.आई.एस. आधारित नक्सा तयार गर्ने।

## ४. अपेक्षित उपलब्धिहरू (Expected Deliverables)

- प्रारम्भिक प्रतिवेदन (Inception Report): कार्यविधि र कार्यतालिका सहितको प्रारम्भिक प्रतिवेदन।
- मस्यौदा प्रतिवेदन (Draft Report): पहिचान गरिएका जग्गाहरूको सूची र प्रारम्भिक तथ्यांक सहित मस्यौदा प्रतिवेदन।
- अन्तिम प्रतिवेदन (Final Report): सम्भाव्यता अध्ययनको पूर्ण विवरण, नक्सा, र कार्यान्वयनको सिफारिस सहितको विस्तृत प्रतिवेदन।

  
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#### ५. अध्ययन टोलीको योग्यता (Key Experts)

यस अध्ययनका लागि निम्न बमोजिमका विशेषज्ञहरू आवश्यक पर्नेछन्:

क्र.सं.	विशेषज्ञ	योग्यता/अनुभव
१	टोली नेता (Team Leader) (१ जना)	वन/प्राकृतिक स्रोत व्यवस्थापन/वातावरण विज्ञानमा स्नातकोत्तर, कम्तिमा १० वर्षको अनुभव।
२	वन विशेषज्ञ (Forestry Expert) (१ जना)	वन विज्ञान/प्राकृतिक स्रोत व्यवस्थापनमा स्नातकोत्तर गरी ५ वर्षको अनुभव।
३	जिआइएस विज्ञ/GIS Expert (१ जना)	स्नातकोत्तर तहमा GIS अध्ययन गरी नक्साङ्कन सम्बन्धि ५ वर्षको अनुभव।
४	समाजशास्त्री/अर्थशास्त्री विज्ञ (१ जना)	अर्थशास्त्र वा समाजशास्त्र विषयमा स्नातकोत्तर गरी सम्बन्धित क्षेत्रमा ५ वर्षको अनुभव।
५	वन प्राविधिक (६ जना)	वन विज्ञानमा स्नातक तहमा अध्ययन गरेको वा वन विज्ञानमा डिप्लोमा तहमा अध्ययन गरी ३ वर्षको अनुभव।

#### ६. समय सीमा (Time Frame)

यो कार्य सम्झौता भएको मितिले कूल ३ महिनाभित्र सम्पन्न गर्नुपर्नेछ।

#### ७. बजेट तथा वित्तीय स्रोत

यस अध्ययनको वित्तीय स्रोत Ministry of Forests and Environment Lumbini Province हो। आर्थिक वर्ष २०८२/०८३ का लागि स्वीकृत कार्यक्रम अनुसार यस अध्ययनका लागि कुल स्वीकृत बजेट VAT र तथा contingency खर्च समेत गरी जम्मा रु. १५,००,००० (पन्ध्र लाख रुपैयाँ मात्र) रहेको छ।

#### ८. भुक्तानीको तालिका (Payment Schedule)

- सम्झौता पश्चात (पेशकी): २०%
- अन्तरिम प्रतिवेदन स्वीकृत भएपछि: ४०%
- अन्तिम प्रतिवेदन स्वीकृत भएपछि: ४०%

#### ९. अन्य

यस अध्ययनबाट तयार हुने अन्तिम प्रतिवेदन तथा सामग्रीको प्रतिलिपि अधिकार लुम्बिनी प्रदेश वन तथा वातावरण मन्त्रालयमा रहनेछ। सेवा प्रदायकले यस TOR मा उल्लेखित प्रावधानहरू अनिवार्य रूपमा पालना गर्नुपर्नेछ। TOR मा स्पष्ट रूपमा उल्लेख नभएका विषयहरू मन्त्रालय र सेवा प्रदायकबीचको आपसी समझदारीका आधारमा समाधान गरिनेछ। यदि सेवा प्रदायकले TOR अनुसार कार्य नगरेको मन्त्रालयले ठहर गरेमा मन्त्रालयले कुनै पनि समयमा सम्झौता रद्द गर्न सक्नेछ।

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