Date: 26th April 2023

# Request for Proposal (RFP)

Reference No.: DCRL/01/2023

Dear Proposers,

You are requested to submit a proposal for undertaking:

Third-Party Monitoring Services for Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) from consulting firm, as per the enclosed Terms of Reference (ToR).

1. To enable you to submit a proposal, attached are:

į.	Instructions to Proposers	(Annex I)
ii.	Terms of References (TORs)	(Annex II)
iii.	Proposal Submission Form	(Annex III)
iv.	Technical Proposal Format	(Annex IV)
V.	Price Schedule	(Annex V)
vi.	General Condition	(Annex VI)
VII.	Statement of Compliance with terms and conditions	(Annex VII)

 Your offer comprising of technical and financial proposals for task, in two separate sealed envelopes, should reach the following address no later than 03:00 PM NST on 10<sup>th</sup> May 2023 to the Project Management Unit.

**National Project Director** 

Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)

Forestry Complex, Babarmahal, Kathmandu

Tel: 977-1-5320828, 5320857

Proposals that are received by Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Should you require further clarifications, kindly communicate with the contact person identified in the RFP document as the focal point for queries on this RFP.

DCRL look forward to receiving your proposal and thank you in advance for your interest in DCRL procurement opportunities.

Yours sincerely

National Project Director

#### Annex I

#### **INSTRUCTIONS TO PROPOSERS**

#### A. Introduction

#### **Definitions**

- a. "Contract" refers to the agreement that will be signed by and between the Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) and the successful proposer, all the attached documents thereto, including the General Terms and conditions and the appendices.
- b. "Day" refers to calendar day.
- c. "Government" refers to the Government of Nepal that will be receiving the services provided/rendered specified under the contract.
- d. "Instructions to Proposers" (Annex I of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals.
- e. "Proposal" refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- f. "Proposer" refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) through this RFP.
- g. "RFP" refers to the Request for Proposals consisting of instructions and references prepared by Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- h. "Services" refers to the entire scope of tasks and deliverables requested by Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) under the RFP.
- i. "Supplemental Information to the RFP" refers to a written communication issued by Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- j. "Terms of Reference" (ToR) refers to the document included in this RFP as Annex II which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and service expected of the successful proposer.

#### 1. General

Among all physiographic regions of Nepal, the mountain regions are the most vulnerable, because warming trends are growing, and impacts are magnified by the extreme changes due to variation in altitude. The high mountain catchments of Nepal are particularly prone to drought, landslides, and floods, due to coincidence of seasonal snow melt with the summer monsoon season. Climate change is intensifying the monsoon rainfall and increasing snow and glacial melt rates, which is contributing to increased frequency and severity of flood and landslide disasters which result in extensive economic, life and livelihood losses annually. At the other extreme, water scarcity and droughts also pose a threat to the agriculture-reliant livelihoods of these regions. Climate change is increasing the temporal and spatial variability of rainfall and runoff, thus intensifying the problem of excess water during the monsoon and water scarcity during the dry season, increasing economic damages to agriculture, property, and the environment, disrupting lives and livelihoods and threating food security.

A long-term solution to this climate change problem is to rehabilitate and maintain the functional integrity of watersheds that have critical functions of water storage and release, infiltration, drainage control and soil moisture retention. Using watersheds as organizing units for planning and implementation of natural resource management and resilient livelihood development is an approach to effectively tackle an immediate and long-term climate risk reduction issues, in relation to floods and droughts. Taking watershed management concerns into consideration GON/UNDP is implementing "Developing climate resilient livelihoods in the vulnerable watershed in Nepal" in Dudhkoshi watershed (area 844 Sq. Km, beneficiaries 121,606 people) covering total 8 local government units (Palikas) of Khotang and Okhaldhunga. The project mainly aims to address climate change induced hazards, introducing and scaling up integrated adaptive watershed management practices. The project has two outcomes:

- Integrated Watershed Management Framework has been established to address climate change induced floods and draughts, and
- 2. Integrated Watershed Management Practices were introduced and scaled up in Lower Dudhkoshi watershed area.

Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) is soliciting proposals from interested firms/companies to provide the service of: Third Party Monitoring Services for DCRL

# 2. Cost of proposal

The Proposer shall bear all costs associated with the preparation and submission of the proposal and, Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

# **B. Solicitation Documents**

#### 3. Contents of solicitation documents

Proposal must offer services for each requirement. Proposal offering only part of the requirement will be accepted. The Proposer is expected to examine all corresponding

instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Proposer's risk and may affect the evaluation of the Proposal.

#### 4. Clarification of solicitation documents

A prospective Proposer requiring any clarification of the Solicitation Documents may notify the procuring Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) entity in writing at the organisation's mailing address indicated in the RFP.

#### Contact details for inquiries (written inquiries only):

Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) Procurement Unit, <a href="mailto:info.dcrl@dofsc.gov.np">info.dcrl@dofsc.gov.np</a>

Subject line of Email: Third-Party Monitoring Services for DCRL

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on 1<sup>st</sup> May 2023. Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) shall upload the response of inquiries in the website by 3<sup>rd</sup> May 2023.

#### Inquiries received after the above date and time shall not be entertained.

Any delay in Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) response shall be not used as a reason for extending the deadline for submission, unless Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) determines that such an extension is necessary and communicates a new deadline to the Proposers.

Note: This email address is officially designated by *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)*. The subject line of the email for query should be same as mentioned above.

Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) shall have no obligation to respond nor can Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) confirm that the query was officially received;

- When inquiries are sent with the different subject line even to the designated email address.
- When inquiries are sent to other person/s or address/es, even if they are *Developing Climate*Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) staff.
- For queries for which information is already available in the bidding document.

#### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the Solicitation Documents by amendment.

In order to afford prospective Proposers reasonable time in which to take the amendments into account in preparing their offers, the procuring *Developing Climate Resilient Livelihoods in the* 

Vulnerable Watershed in Nepal (DCRL) entity may, at its discretion, extend the deadline for the submission of Proposals.

All amendments to the Solicitation Documents, if any will be uploaded in the website mentioned above

#### C. Preparation of Proposals

# 6. Language of the proposal

The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity shall be written in English language, in case and otherwise prescribed in the ToR. Any printed literature furnished by the Proposer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

#### 7. Documents comprising the proposal

The Proposal shall comprise of the following components:

- a) Proposal submission form
- b) Profile of the organization, including organizational relevant experiences, structure and policies
- c) Valid registration certificate and renewal certificate
- d) VAT certificate
- e) Latest Tax Clearance Certificate
- f) Latest Two years' audit report
- g) Signed CVs of the proposed team and the written confirmation from the expert that they are available for the entire period of the assignments.
- h) Operational and technical part of the Proposal (approach, methods and tentative workplan), including documentation to demonstrate that the Proposer meets all requirements and list of current and previous activities undertaken.
- i) Price schedule, completed in accordance with clauses 8 and 9,

#### 8. Proposal form

The Proposer shall structure the operational and technical part of its Proposal as follows:

# (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Proposer's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Proposer should comment on its experience in similar projects and identify the person(s) representing the Proposer in any future dealing with the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity.

#### (c) Proposed methodology

This section should demonstrate the Proposer's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any financial pricing information whatsoever on the services offered. Financial information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Proposer's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information that the Proposer considers proprietary if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

# 9. Proposal prices

The Proposer shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

#### 10. Proposal currencies

All prices shall be quoted in NPR (Nepalese Rupee).

#### 11. Period of validity of proposal

Proposals shall remain valid for **ninety (90) days** after the date of Proposal submission prescribed by the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity may solicit the Proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Proposer granting the request will not be required nor permitted to modify its Proposal.

# 12. Format and signing of proposal

Proposal shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorized to bind the Proposer to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Proposer, in which case such corrections shall be initiated by the person or persons signing the Proposal.

#### 13. Payment

Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) shall make payments to the Contractor after acceptance by Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

#### D. Submission of Proposal

- 14. Sealing and marking of proposal
- (a) The outer envelope shall be:

Addressed to:

**National Project Director** 

Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL), Forestry Complex, Babarmahal, Kathmandu, Nepal

Marked with Task: Third-Party Monitoring Services for DCRL

The proposal shall contain the information specified in Clause 8 (*Proposal form*) above. The inner envelope shall include the price schedule duly identified as such.

#### 15. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that:

- (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and
- (ii) if they are awarded the contract, the contract shall be entered into, by and between Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)*, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)*.

Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL).

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

In the joint venture, consortium or association, the organization strengths and or eligibility criteria shall be counted from the lead organization only. Failure to present eligibility criteria by the lead organization will subject to disqualification of the proposal.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* as the most responsive Proposal that offers the best value for money, *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

#### 16. Deadline for submission of proposal

Proposals must be received by the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity at the address specified under clause *Sealing and marking of Proposals* no later than 10<sup>th</sup> *May 2023*, 3:00 PM Nepal Standard Time (NST). If the deadline for proposal submission falls under a public holiday, then the next working day will be added up.

The procuring Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause Amendments of Solicitation Documents, in which case all rights and obligations of the procuring Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) entity and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.

## 17. Late Proposal

Any Proposal received by the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

#### 18. Modification and withdrawal of Proposal

The Proposer may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring *Developing Climate Resilient Livelihoods* in the Vulnerable Watershed in Nepal (DCRL) entity prior to the deadline prescribed for submission of the Proposal.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of the proposal and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form.

#### E. Opening and Evaluation of Proposal

# 19. Opening of proposal

The procuring entity will open the Proposal in the presence of a committee formed by the Head of the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity.

#### 20. Clarification of proposal

To assist in the examination, evaluation, and comparison of the Proposal, the Purchaser may at its discretion, ask the Proposer for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered, or permitted.

#### 21. Preliminary examination

The Purchaser will examine the Proposal to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proposer does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

## 22. Evaluation and comparison of proposal

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The financial proposal of the Proposal will be opened only for submissions that passed the minimum technical score of 70% (490 points) of the obtainable score of 700 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and RFP.

In the Second Stage, the price proposal of all Proposers that have attained minimum 70% score in the technical evaluation will be compared. The points for the Financial Proposal will be allocated as per the following formula:

# $\frac{\text{Lowest Bid Offered *}}{\text{Bid of the Firm/Propo ser}} \times 300$

\* "Lowest Bid Offered" refers to the lowest price offered by Proposers scoring at least 70% points in technical evaluation.

#### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Service Provider submitting proposal	20%	140
2.	Proposed Methodology, Approach and Work Plan	30%	210
3.	Qualification and Experience of Proposed Human Resource	50%	350
	Total		700

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

# Form 1: Expertise of Firm / Organisation Submitting Proposal

The minimum experience of the firm/expert should be as described in the detail ToR.

# Form 2: Proposed methodology, approach, and Work plan

Please provide a detailed description of the methodology for how the organisation/firm/expert will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

The methodology shall also include details of the Proposer's data gap analysis, data collection tools, techniques, thematic areas, assumptions, limitations, internal technical and quality assurance review mechanisms etc.

The Proposer shall submit Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timings.

#### Form 3: Management structure and key personnel

Describe the overall management approach and structure toward planning and implementing this activity.

Provide a spreadsheet to show the activities of each staff member and the time allocated for his/her involvement.

Provide the CVs for key personnel that will be provided to support the implementation of this work. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Key position of technical personnel for package and the expected qualifications are described in the detail ToR.

# Form 4: Scoring System of Technical Proposal:

4.1 Expertise of Firm / Organization Submitting Proposal: (140)

S.N	Description	Maximum Obtainable Marks
1	Organization profile including experiences	40
1.1	Years of the operation (At least 5 Years)	15
	5-7 years-10	
	7-8 years-12	
	8 years and above-15	
1.2	Number of contracts/assignments completed in last 3 fiscal years (At least	25
	3 contracts/assignments)	
	3-5 Assignments-15	
	6-8 Assignments- 20	
	9 and Above Assignments-25	
2	Prior relevant experience on designing, implementing, monitoring and evaluation of projects and programs in the thematic areas	72
2.1	Experience in monitoring and evaluation of the projects and programs	32
	including field-based research/interview or survey services in remote parts	
	of Nepal (+3 years)	
	3-5 years of Experience-12	
	5-7 years of Experience-22	
	7 and above-32	
2.2	Previous work experience in the thematic areas relevant to DCRL (Climate	25
	Change, Integrated Watershed Management, Forestry, Conservation	
	farming, Livelihood, GESI) (+3 years)	
	3-5 years of Experience-15	
	5-7 years of Experience-20	
	7 and above-25	
2.3	Experience in reporting and documentation including case studies, learning	15
	and good practices of the project/programs.	
	1-2 years of Experience-5	
	2-3 years of Experience-10	
	3 and above-15	
3	Working experience with GoN and UNDP	28
	No Assignment-0	
	1 Assignments-14	
	2 and Above Assignments-28	
	Total	140

# 4.2 Scoring for proposed work plan and approach:

S. N	Description	Maximum Obtainable Marks
1	Presentation in the documents (quality of the writing and formatting of the proposal including complete submission of the documents)	28
2	Clear understanding of assignment, the methodology proposed for the activity (clarity and completeness)	84
3	Logical coherence between objectives, results, activities and resources	63
4	Providing working schedule in chronological order	35
	Total	210

4.3 Scoring for human resource:

s.N	Description	Maximum Obtainable Marks
1	Qualification of the expert	185
1.1	Forestry Expert/Team Leader  Master's degree in forestry, Environmental Science, Natural	50
	Resource Management, Climate Change, Watershed Management,	
	or another closely related field	
1.2	Agriculture/ Livelihood Expert Master's degree in agriculture	45
1.3	Infrastructure Expert	45
	Master's degree in civil engineering, water resource engineering, or another closely related field	
1.4	GESI Expert	45
	Master's degree in Gender Studies, Women Studies, Development	
	Studies, Sociology, Human Rights or any other related fields	
2	Experience of the expert	
2.1	Forestry Expert/Team Leader	45
2.1.1	At least five years of working experience in the field of climate	15
	change, conservation farming, disaster risk and/or environment	
	sector, land degradation, adaptive management, and watershed	
	management in Nepal.	
	5-7 years of Experience-5	
	7-9 years of Experience-10	
	9 years and Above Experience-15	
2.1.2	Proven experience in leading at least three similar assignments	15
	related to monitoring and evaluation including data analysis, field-	
	based research/interview, or survey services.	
	1 Assignment-5	
	2 Assignmente-10	
	3 and Above Assignment-15	

2.1.3	Good report writing and documentation skill (publication of	15
	reports, documentation of learning/good practices, success	
	stories, journal articles, etc.)	
	1 Publications/Reports-4	
	2 Publications/Reports-7	
	3 and Above Publications/Reports-10	
2.2	Agriculture/ Livelihood Expert	40
2.2.1	At least five years of working experience in the field of climate	15
	smart agriculture, conservation farming and value chain	
	development	
	5-7years of Experience-5	
	7-9 years of Experience-10	
	9 years and Above Experience-15	
2.2.2	Experience in project monitoring and evaluation including data	15
	analysis, field-based research/interview, or survey services.	
	1 Assignment-4	
	2 Assignmente-7	
	3 and Above Assignment-10	
2.2.3	Good report writing and documentation skill (publication of	10
	reports, documentation of learning/good practices, success	
	stories, journal articles, etc.)	
	1 Publications/Reports-4	
	2 Publications/Reports-7	
	3 and Above Publications/Reports-10	
2.3	Infrastructure Expert	40
2.3.1	At least five years of working experience in the field of water	15
	conservation structural design and implementation and watershed	
	management activities	
	5-7years of Experience-5	
	7-9 years of Experience-10	
	9 years and Above Experience-15	
2.3.2	Experience in project monitoring and evaluation including data	15
	analysis, field-based research/interview or survey services.	
	1 Assignment-4	
	2 Assignmente-7	
	3 and Above Assignment-10	
2.3.3	Good report writing and documentation skill (publication of	10
	reports, documentation of learning/good practices, success	
	stories, journal articles, etc.)- At least 3	
	1 Publications/Reports-4	
	2 Publications/Reports-7	
	3 and Above Publications/Reports-10	
2.4	GESI Expert	40
2.4.1	At least 5 years of working experience in gender mainstreaming,	15
2.7.1	gender empowerment, and sustainable development in different	13
	parts of Nepal	
	5-7years of Experience-5	
	p-rycars or experience-s	

	Grand Total	350
	3 and Above Publications/Reports-5	
	2 Publications/Reports-4	
	1 Publications/Reports-3	
	stories, journal articles, etc.)- At least 3	
	reports, documentation of learning/good practices, success	
2.4.4	Good report writing and documentation skill (publication of	5
	9 years and Above Experience-10	
	7-9 years of Experience-7	
	5-7years of Experience-4	
	management in Nepal.	
	disaster risk and/or environment sector and watershed	
2.4.3	Experience of working in the field related to climate change,	10
	3 and Above Assignment-10	
	2 Assignmente-7	
	1 Assignment-4	
	analysis, field-based research/interview, or survey services.	
2.4.2	Experience in project monitoring and evaluation including data	10
	9 years and Above Experience-15	
	7-9 years of Experience-10	

# 4. Award criteria, award of contract

The procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer or any obligation to inform the affected Proposer or Proposers of the grounds for the Purchaser's action.

# **5.** Signing of the contract

Within 7 days of receipt of the contract, the successful Proposer shall sign and date the contract and return it to the Purchaser.

#### TERMS OF REFERENCE (TOR)

# **Third-Party Monitoring Services for**

Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL) Intervention

Type:

**Consulting Firm** 

Location:

Kathmandu with frequent Travel to Field

Additional Category: Resilience and Climate Change

Starting Date:

15<sup>th</sup> May 2023

End Date:

15<sup>th</sup> Dec 2023

Duration:

85 days over 8 Months

#### 1. Introduction

DCRL is a joint initiative of the Government of Nepal (GoN) and the United Nations Development Programme (UNDP). It is a 4-year project executed from 1st Dec.2020 in collaboration with the Department for Forest and Soil Conservation (DFSC) under the Ministry of Forests and Environment (MoFE). The project is aiming to address the climate-induced flood and drought hazards particularly in climate-vulnerable watersheds that are also degraded and poorly managed to minimize its impact on the lives and livelihood of vulnerable communities. It is implemented at a pilot scale in the lower Dudhkoshi watershed covering 844 sq. km from 8 local government units (Palikas) of Khotang and Okhaldhunga districts of Nepal with the funding support of Global Environment Facility (GEF)-Least Developed Country Fund (LDCF). The project is working with diverse stakeholders including Government Agencies and Academic Institutions to implement project activities at national and sub-national levels. It has partnered with Basin Management Center (BMC)-Koshi, the Soil Conservation and Watershed Management Office (SCWMO)-Okhadhunga, Division Forests Offices (DFOs) in Okhaldhunga and Khotang districts at the project site for delivering its activities. Likewise, it is working with the Institute of Forestry (IoF) and the Institute of Engineering (IoE) and other stakeholders at central level.

#### **Project Objective**

The main objective of the project is to safeguard vulnerable communities and their physical and economic assets from climate change-induced disasters by applying a long-term, multi-hazard approach – with a particular stewardship role for women and marginalized communities. The project is introducing and scaling up integrated adaptive watershed management approaches to strengthen functional integrity through multiple activities including capturing the policy, and institutional knowledge gaps, and adoption of new tools and techniques.

**Project Outcomes**: The DCRL project has two outcomes.

Outcome 1: Integrated watershed management framework has been established to address climate change-induced floods and droughts. Under this outcome, four outputs results are envisioned as follows.

Output 1.1: Watershed condition assessments updated, and hydrometeorological hazard, risk, vulnerability, and socio-economic model of climate change impacts delivered to underpin watershed management decisions across the sectors.

- Output 1.2: Climate change risks addressed in watershed rehabilitation and management framework.
- Output 1.3: Specialized technical training and technology delivered.
- Output 1.4: Enforcement mechanisms for watershed management and land policies embedding climate change considerations, including legal incentives to enable PES.

# Outcome 2: Integrated watershed management practices introduced and scaled up in 1 watershed covering 844 km2 (84,400 ha) of watershed areas and benefiting 121,606 vulnerable people.

- Output 2.1: Based on risk and vulnerability assessments, integrated, adaptive subwatershed management plans developed for four target sub watersheds to guide investments.
- Output 2.2: Water and drainage control measures implemented at the sub-catchment level, including water retention structures and catchment ponds with groundwater recharge, controlled drainage, and with maintenance systems established.
- Output 2.3: Watershed rehabilitation, Conservation farming, and integrated agroforestry practices introduced interspersed with fodder and controlled fuelwood production (including efficient stoves) with the active involvement of women.
- Output 2.4: Community stewardship programmes established and implemented within the selected.
- sub-watersheds with a focus on women and marginal communities.
- Output 2.5: Knowledge management and learning.

## **Key Project Intervention:**

The key interventions of the projects include:

- Multi-hazard, modelling and mapping, tools development, and catchment prioritization.
- Revision/ Development of watershed assessment methodologies, guidelines, Establishment of project Spatial data Index (SDI).
- Revision/Development of appropriate policy, institutional frame, guidelines, standards, and protocols at 3 tiers of government (federal, province, local).
- Development of institutional framework at local level for Integrated Watershed Management (IWM).
- Development and implementation of capacity development plans, and training across multisectors
- Hydro meteorological monitoring and its application, Development of Watershed Finance System Plans, Payment for Ecosystem Services, strengthening of local communities, natural resource management groups.
- Implementation of Integrated, adaptive watershed management plans on pilot scale, designs of multi-purpose water retention/conservation structures.
- Water sources protection including wells and springs, land productivity enhancement, functional water use/reuse systems, and farmers education/training on conservation farming and agroforestry.
- Promotion of traditional watershed-friendly practices, reforestation of degraded slopes using seed bombing.
- Revision of NRM groups' operational plan (specifically community forestry and leasehold forestry groups) for promotion of soil and water conservation and watershed management.
- Connecting people to Information and knowledge for Institutional Knowledge Management.

# 2. RATIONALE

The project is currently in full fledge implementation and is conducting a large number of activities in the project districts to achieve project goals and targets. Field visits are a key monitoring mechanism in DCRL, to inspect the sites, verify and validate physical outputs and services of the project, and interact with target groups to obtain their views on how the project is affecting them (directly or indirectly, positively, or negatively). Considering the nature of the project, extensive field visits are required to closely monitor the project activities for listing and sharing good practices and bringing improvements if required. Therefore, DCRL is planning to seek services from interested and eligible organizations to periodically monitor the project activities so as to ensure the quality delivery of the project intervention. This independent monitoring will help to strengthen the monitoring system of the project through field-level independent monitoring and verification, data collection, analysis, and documentation of learning, good practices, case studies and results of the project. It will also provide an independent perspective on project performance.

# 3. OBJECTIVES of the Consultancy

The overall objective of the assignment is to support DCRL in intensifying its monitoring reach at the field level to assess the status and performance of a project.

The specific objectives are as follows:

- Conduct independent field verification and monitoring of the project intervention across all thematic areas against the project plan and targets to assess the compliance and quality of its delivery.
- Monitor the project performance and provide an overall picture of the project results, and impacts against the project result framework.
- Provide an unbiased perspective on the issue and status, and make recommendations for improvement, where relevant.
- Document the learning, good practices, and case studies of the project.

#### 4. SCOPE OF WORK

The selected consulting firm will monitor project activities implemented in 51 wards from 8 selected municipalities in Okhaldhunga and Khotang districts located in the lower Dudhkoshi watershed. In addition, it will closely assess the activities implemented by project implementing partners and DCRL at the field level. The service provider will conduct extensive field monitoring and generate both qualitative and quantitative monitoring data and information along with evidence-based recommendations. The monitoring experts are expected to follow a participatory and consultative approach that ensures close engagement with the DCRL, implementing partners and project beneficiaries.

The consulting firm is expected to deliver the deliverables considering the following scope of work;

- 1. Review available and relevant documents and consult with the DCRL Project in order to develop a common understanding of the project.
- 2. Develop a monitoring methodology for each project intervention with relevant sampling and data collection tools/checklists in close consultation with the DCRL.
- 3. On-site collection, validation, and management of quantitative and qualitative monitoring data on project implementation and progress. Monitoring activities will be done in quarterly basis that will include, but not be limited to:
  - Beneficiary verification and feedback to the project.

- Interviews with project implementing partners and other key local actors.
- o Direct observation and on-site verification on the implementation of projects.
- Service delivery verification
- Monitoring of all the completed and ongoing activities of the project in the field.
- Monitoring of the project activities and results from GESI perspective
- Generate observation/ site verification report for the activities monitored including their implementation status, benefitted HHs/people, feedback from beneficiaries and effect of the activities.
- 5. Submit monitoring reports immediately after return from the field visit with supporting documents including, cleaned data sheet, photographs/videos and case studies.
- 6. Timely communications and reporting to the project regarding findings/feedback and challenges that require immediate attention.
- 7. Provide evidence-based recommendations for project planning.
- 8. Document the lesson learned and good practices of the project.

# 5. Deliverables and delivery dates:

SN	Deliverables	No	Timeline /Duration
1	Inception report including detailed monitoring methodology with relevant sampling and data collection tools/checklist and monitoring schedule/work plan	1 Report	Within 7 days after the agreement
2	Quarterly Monitoring Reports with key findings, learning/good practices, and recommendations along with cleaned data sheets, progress against plan/indicators, photographs, and case studies.  i. 1 <sup>st</sup> Quarterly Monitoring Report which will include monitoring of activities conducted in 2022 and key findings from 2022.  ii. 2 <sup>nd</sup> Quarterly Monitoring Report which will include Monitoring of activities implemented in Q1 & Q2 of 2023  iii. 3 <sup>rd</sup> Quarterly Monitoring Report which will include Monitoring of activities in Q3 & Q4 2023.	3 Reports	Within 7 days after return from the field
3	Presentation and validation meeting with DCRL to share the key findings from the independent monitoring	3 sharing meetings	Within 10 days after return from field
4	Completion Report consolidating activities conducted, methodology used, key findings, learning/good practices, and recommendations along with cleaned data sheets, progress against plan/indicators, photographs, and 10 case studies	1 Report	By the end of December 2023

# 6. Institutional Arrangements

The assignment will be undertaken under the overall guidance of the National Project Director and overall supervision of the National Project Manager of the project. The consulting firm will directly report to the National Project Manager. However, the Senior Technical Advisor, Field Coordinator, and Monitoring, Evaluation, Reporting, and Communication Officer of DCRL will coordinate with the consulting firm on a regular basis and provide feedback and guidance in collaboration with the DCRL project team and UNDP to achieve the objectives of the assignment. The project will provide

all the relevant documents and key contacts with the service providers.

The consulting firm will be responsible for managing the working station including laptop, internet, phone, printer/scanner etc for the assigned experts. Likewise, it will arrange/coordinate with concerned stakeholders/beneficiaries for the monitoring visits/meetings at field level in consultation with DCRL team. The service provider shall carry out the activities listed in the TOR in a highly professional manner and collaborate with the project team and relevant stakeholders. Outputs produced under the assignment will undergo review for certification of acceptance from DCRL. All deliverables are expected to be delivered both electronically and physically as needed by the project.

# 7. Qualifications and Experience

# **Qualification and Experience of the Consulting Firm**

The consulting firms are expected to possess the following qualifications:

- The agency must be legally registered and have at least 5 years of operations.
- Must provide VAT registration certificate along with tax clearance document.
- At least 3 years of experience in designing, implementing, monitoring and evaluation of the projects and programs in the thematic areas relevant to DCRL (Climate Change, Integrated Watershed Management, Forestry, Conservation farming, Livelihood, GESI).
- Demonstrated proven experience in delivering intensive monitoring and evaluation services
  to a wider range of stakeholders including data analysis, reporting, documentation of
  learning/good practices, case studies and field-based research/interview or survey services
  in remote parts of Nepal.
- Proven capacity to engage an experienced team from the relevant thematic area of the project.
- Experience of working with the UN system, bilateral donor and GoN in delivering monitoring, evaluation, data collection, analysis, and reporting activities.
- Capacity to arrange all logistical arrangements independently for field work (accommodation and field coordination).

#### Qualifications and Experience of Experts for the Assignment

The consulting firm is expected to assign three experts as per the thematic area of the project with the following qualifications and experience.

<b>EXPERTS</b>	QUALIFICATIONS & Work ROLES &	
	Experience RESPONSIBILITIES	
Forestry	<ul> <li>Must have a master's degree in</li> <li>Lead the overall 3<sup>rd</sup> party</li> </ul>	
Expert/Team	forestry/Environmental monitoring process.	
Leader	Science/Natural Resource Develop monitoring	
	Management/Climate methodology for each	
	Change/Watershed Management, project intervention with	
	or another closely related field. relevant sampling and data	
	• At least five years of working collection tools/checklists in	
	experience in the field of climate close consultation with the	
	change, conservation farming, DCRL and 3 <sup>rd</sup> party	
	disaster risk and/or environment monitoring team.	
	sector, land degradation, adaptive • Lead preparation and	
	management, and watershed submission of monitoring	
	management in Nepal. report, and completion	

EXPERTS	QUALIFICATIONS & Work Experience	ROLES & RESPONSIBILITIES
	<ul> <li>Proven experience in leading at least three similar assignments related to monitoring and evaluation including data analysis, reporting, documentation of learning/good practices, capturing success stories and field-based research/interview or survey services.</li> <li>Demonstrated understanding of issues related to gender and social inclusion, good report writing and documentation skills along with good command over Ms. Excel, Word, Power Point.</li> </ul>	report and their presentation among DCRL and DoFSC officials.  Provide guidance to the team members on a regular basis.  Solely monitor the forestry related activities completed in the project area.  Periodic field monitoring of the project activities.  Regular Communication, reporting, and Coordination with the DCRL team.
Agriculture/ Livelihood Expert	<ul> <li>Must have a master's degree in agriculture.</li> <li>Demonstrated understanding of agriculture-based livelihood activities with at least five years of working experience in the field of climate smart agriculture, conservation farming and value chain development.</li> <li>Experience in project monitoring, conducting studies/surveys, data analysis, documentation of case studies/good practices/learning and reporting.</li> <li>Demonstrated understanding of issues related to gender and social inclusion.</li> <li>Good report writing and documentation skill along with good command over Ms. Excel, Word, and PowerPoint.</li> </ul>	<ul> <li>Support Team Leader in development of monitoring methodology for conservation farming related project intervention with relevant sampling and data collection tools/checklists.</li> <li>Prepare monitoring report, support Team Leader preparing the completion reports.</li> <li>Periodic field monitoring and data analysis of the project intervention on conservation farming and livelihood promotion.</li> <li>Regular Communication, reporting, and Coordination with the 3<sup>rd</sup> party monitoring team and DCRL team.</li> </ul>
Infrastructure Expert	<ul> <li>Must have a master's degree in civil engineering/environmental engineering/water resource engineering, or another closely related field.</li> <li>Demonstrated understanding of soil and water conservation structural design and</li> </ul>	Support Team Leader in development of monitoring methodology for each project intervention with relevant sampling and data collection tools/checklists     Prepare monitoring report, and support Team Leader in

EXPERTS	QUALIFICATIONS & Work	ROLES &
	<ul> <li>Experience         <ul> <li>implementation with 5 years of working experience.</li> <li>Proven experience in integrated watershed management activities planning, implementation and monitoring and evaluation.</li> <li>Experience in conducting studies/surveys, data analysis, and reporting.</li> <li>Demonstrated understanding of issues related to gender and social inclusion.</li> <li>Good report writing and documentation skill along with good command over Ms. Excel,</li> </ul> </li> </ul>	preparation of the completion reports.  Periodic field monitoring and data analysis of water management activities.  Regular Communication, reporting, and Coordination with the 3 <sup>rd</sup> party monitoring team and DCRL team.
GESI Expert	<ul> <li>Word, PowerPoint.</li> <li>Must have master's degree in Gender Studies/Women Studies/Development Studies/Sociology/Human Rights, or any other related fields.</li> <li>At least 5 years of working experience in gender mainstreaming, gender empowerment, and sustainable development in different parts of Nepal</li> </ul>	<ul> <li>Support Team Leader in development of monitoring methodology for each project intervention with relevant sampling and data collection tools/checklists</li> <li>Prepare monitoring report, and support Team Leader in preparation of the completion reports.</li> <li>Periodic field monitoring of</li> </ul>
	<ul> <li>Demonstrated understanding of the issue related to climate change, disaster risk and/or environment sector and watershed management in Nepal.</li> <li>Experience of project management, implementation, and monitoring.</li> <li>Experience in conducting studies/surveys, data analysis, and reporting.</li> <li>Good report writing and documentation skill along with good command over Ms. Excel, Word, PowerPoint.</li> </ul>	all the project activities and data analysis from the GESI lens.  Regular Communication, reporting, and Coordination with the 3 <sup>rd</sup> party monitoring team and DCRL team.

# 8. Duration of the Assignment and Renumeration

The contract duration will be maximum of 85 days (25 days for Team Leader and 20 days each for Agriculture, Infrastructure and GESI Experts) 8 months after the signing of contract beginning from 15 May 2023 to 15 Dec 2023. The remuneration of the consultant will be paid based on prevailing norms of the project.

# 9. SCHEDULE OF PAYMENT

The payments will be delivery-based on progress submitted by consultanting firm as follows:

Installment	Milestone	Payments
1 <sup>st</sup>	Submission of inception report including detailed monitoring methodology with relevant sampling and data collection tools/checklist and monitoring schedule/plan	20%
2 <sup>nd</sup>	Submission and acceptance of 1 <sup>st</sup> Quarterly Monitoring Report for the first three months (May, June, July) which will include monitoring reports of the activities in 2022, key findings, learning/good practices, and recommendations along with cleaned data sheets, progress against plan/indicators, photographs, and 5 case studies	20%
3 <sup>rd</sup>	Submission and acceptance of 2 <sup>nd</sup> Quarterly Monitoring Report for the second three months (August, September, October) which will include monitoring of activities conducted in Q1 & Q2 with key findings, learning/good practices, and recommendations along with cleaned data sheets, progress against plan/indicators, photographs, and 5 case studies.	20%
4 <sup>th</sup>	Submission and acceptance of 3 <sup>rd</sup> Quarterly monitoring report for the last two months November-December which will include monitoring of the activities conducted in Q3 &Q4 with key findings, learning/good practices, and recommendations along with cleaned data sheets, progress against plan/indicators, photographs, and 5 case studies	20%
5 <sup>th</sup>	Submission of completion report consolidating activities monitoring reports, methodology used, key findings, learning/good practices, and recommendations along with cleaned data sheets, progress against plan/indicators, photographs etc	20%

# 10. Submission of Proposals

A consultancy firm needs to submit the following documents while applying for the assignment: **Legal Documents** 

- Firm Registration Certificate
- VAT registration certificate
- Tax clearance Certificate

- Firm Renew Certificate
- Latest two years' audit report.
- Organization Profile including the area of expertise, list of current and previous activities undertaken, available human resources, evidence of similar assignment undertaken, etc.

### **Technical proposal**

- a. Submission letter
- b. Technical proposal covering all aspects and tasks required in the TOR. The technical offer must be included.
  - i. Approach, methods, and tentative work plan
- Duly signed Curriculum Vitae (CV) of the proposed experts including areas of expertise, list of current and previous services.
- Written confirmation from the expert that they are available for the entire period of the assignment.

# Financial proposal including cost breakdown.

a. The proposal shall include all items mentioned in point 9 of the ToR

#### 11. EVALUATION METHOD

Service provider will be evaluated on the basis of 'Combined Scoring method' where the technical and financial proposal will be weighted 70% and 30% respectively. Only consulting firm obtaining a minimum 70 points would be considered for the financial evaluation. The Evaluation Committee will be formed by DCRL which will evaluate the Technical and Financial proposals based on preapproved criteria. The service provider obtaining highest combined score will be awarded the contract.

The evaluation criteria for the technical and financial proposal are presented in the table below:

#### **Technical Evaluation Criteria**

	Summary of Technical Proposal Evaluation Criteria	Score Weight	
1.	Expertise of Service Provider submitting proposal	20%	
2.	Proposed Methodology, Work Plan and Approach	30%	
3.	Human Resources	50%	
	Total	100%	

# \* Note 1: The total score will be converted to 70% for the final calculation\*

Sum	Score Weight	
1	Each technically qualified proposal (70%) shall be given a financial score. The lowest Financial Bid will be awarded the highest marks	30%
	Total	30%

<sup>\*\*\*</sup> Note 2: The weight for financial scores will be calculated on a pro-rata basis with the lowest financial proposal

<sup>\*\*\*</sup>Note 3: The final scoring will be the combined calculated score weight of technical and financial scores. \*\*\*

#### Annex III

#### PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month

of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

#### Annex IV

#### **TECHNICAL PROPOSAL FORMAT**

# i) RFP Information RFP Title:

(Insert assignment name),

#### **Basic Organization Information**

Name of the organization: Contact person's name: Contact details

> Telephone: E-mail:

Address:

## ii) Organizational Profile:

Provide brief information on the structure of your organization and the field(s) and location(s) in which your organization operates. (Maximum of one pages)

# iii) Organization's Experience

Provide a detailed information on organizational expertise and previous work your organization has undertaken in the field of similar baseline survey. (Maximum of two pages)

#### iv) Technical Proposal

Provide a detailed description of how your organization proposes to implement the above ToR. (Maximum of five pages) Please include the following:

- A) A detailed implementation schedule (work plan), manpower schedule, and narrative on how you would approach/ intend to meet the deliverables mentioned in the TOR.
- B) A detailed outline of the approach taken to supervise and monitor the project to ensure all components can be delivered on time and to a high quality.
- C) Identification of any risks and/or obstacles your organization may encounter while undertaking this project, how they may impact your ability to meet the deliverables, and how you might address these to ensure successful delivery.

#### v) Human Resources

Provide details of the human resources of your organization that will be employed to undertake this task. Submission of CVs of all members of proposed team is highly recommended. (Including signed CVs of expert)

#### Annex V

#### **PRICE SCHEDULE**

The Proposer is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14(b) of the Instruction to Proposers.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The specification has been developed for different packages. The name and number of packages shall be clearly mentioned in the proposal cover page, cover letter and inside proposal. (Insert assignment name),

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

# A. Cost Breakdown per Deliverables Refer to the scope of works and deliverables in detail ToRs.

	e Schedule for:				
Req	uest for Proposals for Services				
Description of Activity/Item (Based on Scope of Works or deliverables		Number of	Number of days	Daily rate	Amount
		needed to deliver (A)	deliver (B)		
Α	Professional Service				
	Expert Remuneration				
	Forestry Expert/Team Leader	1	25		
	Agriculture/ Livelihood Expert	1	20		
	Infrastructure Expert	1	20		
	Gender Expert	1	20		
_	Sub-total (A)				
В	Field Visit				
1	DSA / Subsistence Allowance for experts (Project sites in Okhaldhunga and Khotang districts)		60		
2	Travel Cost including vehicle at Project sites		15		
	Sub-total (B)				
D	Total (A+B)				
E	VAT (13%)				

/Amount in	Mord.	
Allioult in	WOLU.	4

N.B. Administrative and all other associated costs need to be built into the respective line items proportionately. Number of lines may be added as per the requirement.

Acceptance of the proposed schedule of work and the timelines is a must and no deviation in the timeline is allowed.

#### Annex VI

#### GENERAL TERMS AND CONDITIONS IN EXECUTION OF THE TASK

#### 1. Force Majeure

Without prejudice to their rights the Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) and the party shall not be held responsible nor suffer any financial loss should the performance of the party be delayed or prevented by an event of Force Majeure, which shall include, but not limited to strikes, riots, civil commotion, fire accident or any other incident beyond the control of either party hereto which neither party was aware of or could have foreseen at the time of the signing of this contract. In event of an occurrence of the Force Majeure, either party shall notify the other of the event and during such event the rights and obligations of either party shall automatically be suspended.

#### 2. Arbitration

Any dispute arising out of or in connection with this task not settled by mutual understanding shall be submitted to arbitration to three arbitrators. Each party shall appoint on arbitrator and the two arbitrators thus appointed shall agree on the third one. The arbitrators shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

#### 3. Termination

Either party may terminate this contract at any time by giving the other party fourteen (14) days notice in writing of the intention to do so. In the event of such termination, the party shall be compensated for the actual amount of work performed, upon valid justification for termination, by Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) on a pro rata basis.

## 4. Law Applicable

This contract shall be governed by the law of Government of Nepal and project guidelines.

#### 5. Independent Relationship

Nothing contained in the contract shall be construed as establishing or creating between *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* and the party relationship of master and servant or principal and agent, it being understood that the party is an independent person vis-a-vis *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)*.

# 6. Party's General Responsibilities

- a. The party shall carry out work under the contract with due diligence and efficiency and in conformity with the highest standards of professional and ethical competence and integrity.
- b. The party shall be responsible for the professional and technical work carried out by him/her in the implementation of this task.

#### 7. Human resource's compensation and other insurance

The party shall make his/her own arrangements regarding insurance for medical expenses and for accident, death and permanent disability for the period of the task. All costs involved will be borne by the party.

#### 8. Source of Instruction

The party shall neither seek nor accept instructions from any authority other than *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* and UNDP's authorized agent in connection with the work under the contract.

# 9. Prohibition on conflicting activities

The party shall ensure that he/she will not directly/indirectly engage in any activity that would conflict with those of *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* in respect of this project.

#### 10. Officials not to benefit.

The party warrants that no UNDP or *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* official has been or will be admitted by him/her to any direct/indirect benefit arising from this task or award thereof.

#### 11. Assignment

The party shall not assign, transfer, pledge or make other disposition of the task or any other parts thereof or rights, claims or obligations under this task, without the prior written approval of *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)*.

# 12. Records, Accounts, Information and Audit

- a. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- b. The party shall furnish, compile, or make available at all times to Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) and UNDP any records or information, oral or written, which Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) may reasonably request for in respect of the work to be performed under this task.
- c. The party shall allow Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) and UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

#### 13. Language

Unless otherwise specified in the task, English language shall be used by the party in all written communications to *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* with respect to the services rendered and with respect to all documents procured or prepared pertaining to such services.

#### 14. Confidential Nature of Documents

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the party under this task be the property of *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)*, shall be treated by him/her as confidential and shall be delivered only to the duly authorized officials on completion of work under this grant. Under no circumstances shall the contents of such documents or data be made known to any unauthorized person without written approval of *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* and UNDP. Subject to the provision of this article, the party may retain a copy of the document (s) produced by him/her for his and the universities record.

#### 15. Amendments

The terms and conditions of this task may be amended only in writing and signed by both parties to this task or their duly authorized representatives.

# 16. Obligation to inform *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* of changes in conditions.

The party shall promptly and fully notify *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* in writing of any conditions which interfere, or threatens to interfere, with successful carrying out of the services under this task. Such notice shall not however relieve the party of his/her obligations to continue to provide services under this task. On receipt of such notice, *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* shall take such action as in the sole discretion it considers to be appropriate or necessary under the circumstances.

# 17. Taxation

The party shall be liable for any tax levied on the fee paid as per this task. Income tax on the remuneration and allowances paid to the party will be deducted at the source.

# 18. Right of Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)

In case of failure by the party to fulfil its obligations under the terms and conditions of execution of the task, including but not limited to failure to obtain necessary or to make delivery of all or part of the services by the agreed delivery date or dates, *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* may, after giving the party reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the services from other sources, in which event *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* may hold the party responsible for any excess cost occasioned thereby.
- b. Refuse to accept delivery of all or part of the services.
- c. Cancel the contract without any liability for termination charges or any other liability of any kind of *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)*.

#### Late Delivery

Without limiting any other rights or obligations of the party hereunder, if the party will be unable to deliver the services by the delivery date(s) stipulated in the ToR, the party shall (i) immediately consult with *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the party's cost (unless the delay is due to <u>Force Majeure</u>), if reasonably so requested by *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)*.

## 20. Settlement of Disputes

# **Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, the task or the breach, termination, or invalidity thereof.

# Annex VII STATEMENT OF COMPLIANCE WITH TERMS AND CONDITIONS

# MUST BE DULY COMPLETED AND RETURNED WITH PROPOSAL.

Please confirm acceptance of the following:

ITEM	DESCRIPTION	ACCEPTED (Y/N)
CONDITIONS:	Instruction to Proposers – Annex I	
	Terms of Reference (ToR) – Annex II	
	Proposal Submission Form — Annex III	
	Technical Proposal Format – Annex IV	
	Price Schedule – Annex V	
	General Terms and Conditions in Execution of the Task – Annex VI	
	Statement of Compliance with Terms and Condition – Annex VII	
TIMELINE:	Refer to detail ToR	10 ft 30
PAYMENT TERMS:	Refer to detail ToR	
VALIDITY OF PROPOSAL:	Minimum 90 days	
CURRENCY OF PRICES Must be in Nepalese Rupees.		

Submitted by:	
Name:	
Organization:	
Designation:	
Address:	
Telephone:	
Email:	
Web Portal:	
Date:	Organization Seal:

