

Form: 3.2

Date: 26th September 2023

Request for Proposal (RFP)

Reference No.: DCRL/06/2023

Dear Proposers,

You are requested to submit a proposal for the undertaking:

Detail Study of Water Lift Systems in the Project Working Areas of Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL), as per the enclosed Terms of Reference (ToR).

1. To enable you to submit a proposal, attached are:
 - i. 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)
2. 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 11th October 2023** to the Project Management Unit.

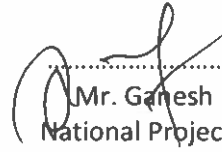
**National Project Director
Developing Climate Resilient Livelihoods in the Vulnerable
Watershed in Nepal (DCRL)
Forestry Complex, Babarmahal, Kathmandu
Tel: 977-1-5320828, 5320857**

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,



.....
Mr. Ganesh Paudel
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 threatening 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 induce hazards, introducing and scaling up integrated adaptive watershed management practices. The project has two outcomes:

1. Integrated Watershed Management Framework has been established to address climate change induced floods and draughts, and
2. Integrated Watershed Management Practices 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: Detail Study of Water Lift Systems in the Project Working Areas of Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (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, info.dcrl@dofsc.gov.np

Subject line of Email:

Detail Study of Water Lift Systems in the Project Working Areas of Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on 4th October 2023. Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) shall upload the response of inquiries in the website by 5th October 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) Organization Profile including the area of expertise, list of current and previous activities undertaken, available human resources, evidences of similar assignments undertaken, etc.
- c) Valid registration certificate
- d) VAT certificate
- e) Latest Tax Clearance Certificate
- f) Signed Curriculum Vitae of the proposed human resources.
- g) Firm Registration and Renewal Certificate
- h) Latest two years' audit report.
- i) Operational and technical part of the Proposal, including documentation to demonstrate that the Proposer meets all requirements, Flow chart and timeline of activities
- j) Organization's policy on conducive work environment/prevention of harassment, sexual harassment and sexual exploitation Code of Conduct
- k) Evidence in case of the organization owned by women, people with disability and other marginalized group.
- l) Gender Equality and social inclusion policy/strategy/guideline of the organization.
- m) Written Self Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List
- n) 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.

(b) Resource plan

This should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

(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: Detail Study of Water Lift Systems in the Project Working Areas of Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (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 11th October 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:

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

* "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
1.	Expertise of Service Provider submitting proposal	15%
2.	Proposed Methodology, Approach and Work Plan	25%
3.	Qualification and Experience of Proposed Human Resource	30%
Total		70%

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 Service Provider 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: Qualification and Experience of Proposed Human Resource

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.

The 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 Scoring for the expertise of service provider submitting proposal (150):

S.N	Description	Maximum Obtainable Marks
1	Organization profile including experiences	60
1.1	Years of the establishment (At least 5 Years) 5-7 years-10 7-8 years-15 8 years and above-20	20
1.2	Number of contracts/assignments related to detail study of water lifting schemes completed in last 3 fiscal years (At least 5 contracts/assignments) 5 Assignments-10 5-10 Assignments- 25 11 and Above Assignments-40	40
2	Prior relevant experience in conducting assessment, installation, commissioning and capacity building on water lifting schemes	90
2.1	Experience in conducting assessment, installation, commissioning and capacity building on water lifting schemes etc 5 years of Experience-25 5-7 years of Experience-40 7 and above-55	55
3	Organization is owned by women, persons with disability and other marginalized group	10
4	Organization has GESI policy/strategy, code of conduct/or policy on prevention of harassment, sexual harassment, and sexual exploitation	5
5	Working experience with and in partnership with GoN, UN, INGOs in the field of Integrated Watershed Management and/or Climate Change No Assignment-0 1-2 Assignments-5 3-5 Assignments-10 5 and above assignments- 20	20
	Total	150

4.2 Scoring for proposed work plan and approach (250):

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)	40
2	Clear understanding of assignment, the methodology proposed for the activity (clarity and completeness)	90
3	Logical coherence between objectives, results, activities and resources	80
4	Providing working schedule in chronological order	40
	Total	250

4.3 Scoring of human resources (300):

3	Expert as per mentioned in ToR in Expertise Section	300
3.1	Lead Engineer (1 no.)	
3.1.1	Qualification of Lead Engineer	
	Bachelors in Civil/Electrical/Mechanical Engineering	30
3.1.2	Experience of Lead Engineer (as per ToR)	
	Below 5 years - 0	
	5-7 years-30	
	7-10 years-40	
	10 years Above-50	50
3.1.3	Experience in designing and installing water lifting systems	
	At least 10 Schemes – 40	
	10-15 Schemes – 60	
	Above 15 schemes - 80	80
3.1.4	Good report writing, presentation and documentation skill (publication of reports, success stories, journal articles, etc)	
	1 Publications/Reports-5	
	2 Publications/Reports-10	
	3 and Above Publications/Reports-15	15
3.1.5	Working experience with GoN and UNDP	
	No Assignment-0	
	1 Assignments-5	
	2 and Above Assignments-10	10
3.1.6	Experiences, knowledge and sensitivity for gender equality, social inclusion, and diversity awareness	10
3.1.7	Lead Engineer represents from women/Madhese Dalit, Religious minority, Disadvantaged Janajati or persons with disability group	5
	Total	200
3.2	Support/Sub- Engineer (1 no.)	
3.1.1	Qualification of support/Sub- Engineer	
	Diploma in electrical/mechanical engineering	15

3.1.2	Experience of Support Engineer (as per ToR)	
	Upto 5 years - 10	20
	5-7 years-15	
	7-10 years-20	
3.1.3	Experience in designing and installing water lifting systems	30
	At least 10 Schemes – 10	
	10-15 Schemes – 20	
	Above 15 schemes - 30	
3.1.4	Good report writing, presentation and documentation skill (publication of reports, success stories, journal articles, etc)	15
	1 Publications/Reports-5	
	2 Publications/Reports-10	
	3 and Above Publications/Reports-15	
3.1.5	Working experience with GoN and UNDP	10
	No Assignment-0	
	1 Assignments-5	
	2 and Above Assignments-10	
3.1.6	Experiences, knowledge and sensitivity for gender equality, social inclusion, and diversity awareness	5
3.1.7	Lead Engineer represents from women/Madhesei Dalit, Religious minority, Disadvantaged Janajati or persons with disability group	5
	Total	100
GRAND TOTAL		700

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. Service providers obtaining the Highest Combined Score based on the 70% technical offer and 30% price weight distribution will be awarded the offer.

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.

Annex II

Terms of Reference

Detail Study of Water Lift Systems in the Project Working Areas of Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)

Type:	Consulting firm
Location:	Okhaldhunga and Khotang with travel to field
Additional Category:	Resilience and Climate Change
Starting Date:	1 October 2023
Duration:	30 days engagement till 30 Oct 2023

1. BACKGROUND

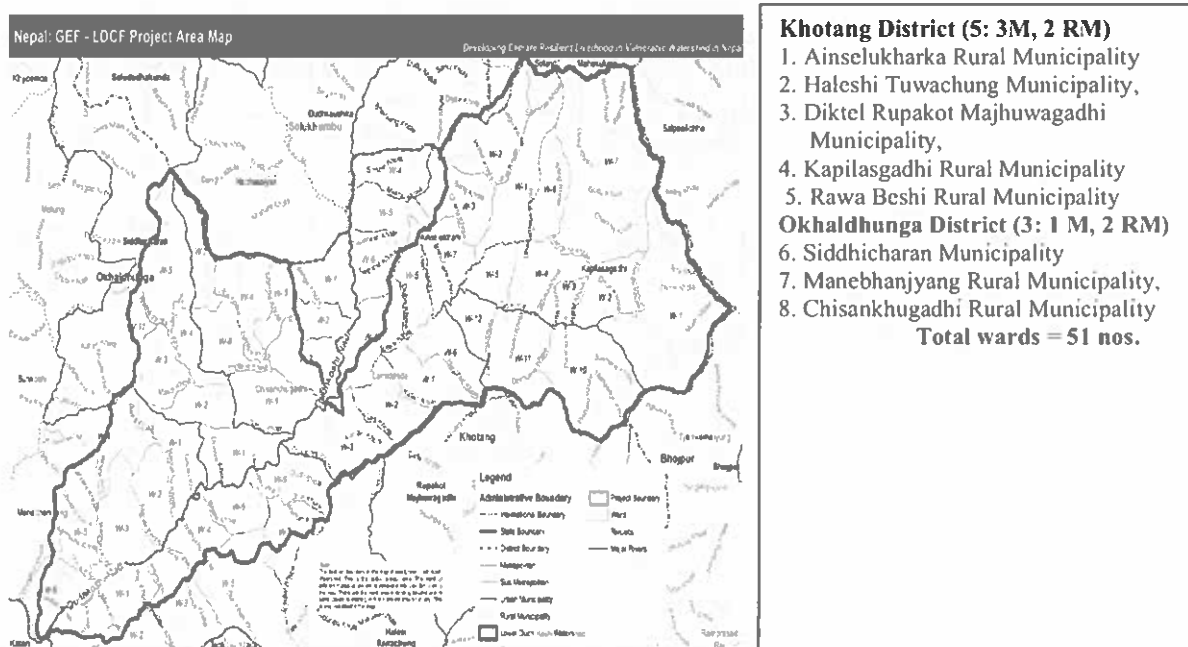
The mid-hill mountain catchments are prone to multi-hazards (drought, landslides, and floods) and impacts are magnified by the extreme changes in climatic conditions. The increased frequency of flood and landslide disasters causes extensive damage to the economy, life, properties, and consequently on livelihood. At the other extreme, water scarcity and droughts also pose a threat to agriculture-reliant livelihoods. 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 threatening 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, resilient livelihood development is an approach to effectively tackle immediate and long-term climate risk reduction issues, in relation to floods and droughts.

Using an Integrated Watershed Management (IWM) approach for planning, implementation, and resilient livelihood development, GON/UNDP/GEF is implementing a pilot model project “Developing climate-resilient livelihoods in the vulnerable watershed in Nepal (DCRL)” in Lower Dudhkoshi watershed covering total 8 local Palikas of Khotang and Okhaldhunga districts of Province-1. DCRL focuses on safeguarding vulnerable communities and their 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 aims to address the functional integrity of the pilot watershed by capturing the policy, institutional knowledge gaps, adoption of new tools and techniques, and interventions of multiple activities including water stress management, conservation farming, and promotion of Non-timber Forest Products etc at the pilot scale. It has two major outcomes (1) Integrated watershed management framework has been established to address climate change induced floods and droughts and (2) Introduce and scale up integrated watershed management practices covering 844 sq.km of watershed areas and benefitting 121,606 vulnerable people.

The establishment of water use/reuse using water lifting in possible sites is one of the major project interventions to increase water availability for domestic as well as agricultural uses. The added value of water lifting can be ensured through making multiple use of water such as linking it with agricultural systems, artificial augmentation of recharge pits and multipurpose ponds where ever feasible. The water lifting scheme is also important for water stress management and is directly linked with livelihood promotion of vulnerable community residing in the project area through creating a systematic connection with local agriculture system livestock farming and other livelihood activities such as fisheries. Since majority of settlements are situated on uphill side of the major river system Dudhkoshi river, there are only two possibilities of water availability such as rainwater harvesting and water lifting. There are some settlements where water can be lifted from lower Dudhkoshi for multiple water uses either through water lifting by solar energy system or using an electricity grid where ever possible.

2. PROJECT AREA

The project area is the Lower Dudhkoshi watershed located in between Khotang and Okhaldhunga districts which comprise a total of 8 municipalities in both districts. The detail of the project area is shown below.



indicates increasing drought impacts in the project area with drying up of springs, reduced infiltration, and percolation due to steep and less vegetative geographic conditions, and decreased water availability and agricultural productivity. In order to maintain the functional integrity of the Lower Dudhkoshi watershed for

sustainable ecological benefits, increased water availability for both domestic and agricultural uses is important. A recent study completed on potentiality of conservation farming in DCRL project area also suggest that more than 90% of agricultural land remain barren in between Oct-May due to lack of water for irrigation. It can be achieved through collection of rainwater from roof, capturing and collecting run-off water in ponds and water lifting schemes, and utilization of the available water for multiple uses in pre and post monsoon periods (dry months). The project Output 2.3 and Activity 2.3.1 have specifically mentioned about the conservation farming on 2500 ha of agricultural land as a land productivity enhancement measure.

In addition, under Project Outcome 2, Output 2.3, Activity 2.3.2, Functional water use/reuse systems; Micro-irrigation technology such as solar-powered water lifting to hillslope communities, used-water collection pond/tank, and drought-resistant crop variety promoted.

Lifting of water from river and developing micro irrigation system is one of the integral components of farming system to promote the livelihood of vulnerable communities and people in the scope areas. Pumping of water from the bank of Dudh Koshi river and collection in the tank having sufficient head to distribute command area that could be irrigated with gravity flow system is the main purpose.

In the above-mentioned circumstances, DCRL is seeking an engineering firm/consulting firm to provide engineering services for detailed feasibility study for solar water lifting system along with a collection and distribution system.

4. OBJECTIVES OF THE ASSIGNMENT

The objective of this task is to carry out a detailed feasibility study of water lifting for multiple-use and reuse in at Halesi-3, Chisankhugadhi-1, Siddhicharan-1 and Manebhanjyang-1 area. The specific objectives of the assignment are as follows:

- i. Carry out detail technical feasibility study of the solar water lifting system.
- ii. Prescribe technical specifications of equipment's and bill of quantity.
- iii. Develop an efficient system for operation and maintenance for the sustainability of scheme.
- iv. Carry out socio-economic studies to identify total water availability for various types of crops being cultivated.
- v. Prepare bid documents required for procurement of services for implementation of schemes.

5. SCOPE OF WORK

The consulting firm is expected to deliver minimum of below mentioned scope of works:

- I. Conduct detail topographical and geological investigation of site and propose appropriate structure at appropriate location for wider coverage of land for irrigation.
- II. Conduct detailed resource assessment for: -
 - a. Soil properties, soil-water relationships, type of crop and sensitivity to drought stress, stage of crop development, availability of water supply, climate factors (rainfall, temperature).
 - b. Review land resource availability and land ownership for irrigation fields and solar-PV/hydroelectric pumping components.

- III. Based on resource assessment, and community focus groups, provide suggested crop cultivation pattern which enhances the community's socio-economic livelihood and meets the environmental and social conditions of the land.
- IV. In parallel to resource assessment conduct a water resource availability assessment to ensure current and suggested crop patterns do not lead to increased water scarcity now and in future potential cultivation patterns and develop an appropriate crop calendar.
 - a. The water assessment should consider current water demand needs for irrigation, and potential future increase based on shifting cultivation and increased livelihood of the community.
 - b. Ensure irrigation water requirements do not lead to negative environmental and social impacts at the sources and downstream.
- V. Carry out the optimization analysis (both technically and economically) between Solar PV and grid supply (if available) options for electricity supply to water pump.
- VI. Develop a technical specification of equipment's with detailed design for linking to irrigation system and bill of quantities (BOQ) of Solar PV. Design should include all detailed technical specifications for irrigation conveyance systems including layout and drawing of intake, collection tank, piping system for irrigation conveyance as a whole etc.

6. METHODOLOGY

The experts must adhere the following methodology to complete the assignment: However, the consulting firm can propose any relevant methodology that fits to the scope of work.

- **Field visit and consultation:** Conduct field visit to understand the local context (geological and topographical condition of the project sites) that will guide designing context-specific and cost-effective interventions. Consult with DCRL project team and local body/officials to explore the best option for developing appropriate designs and technologies.
- **Interaction with project beneficiaries:** Interact with Palika representatives, local communities and stakeholders to identify the need and potentials for multiple-water uses, land availability for both civil and electro-mechanical components, and its utilization for livelihood development.
- **System Design:** Design solar water lifting system comprising cost effective electro-mechanical and civil structures that best fits the site (with option for hybrid system). The data required for designing solar water lifting system must be sourced from the field investigation and where ever possible data should be verified through secondary resource.
- **Preparation of Detail Report:** Prepare a detailed narrative report with technical and economical justification for all the components. Any assumptions within the analysis must be justified through reference cases. All the collected (meeting minutes, observations, photographs etc.) and raw data must be annexed in final report.

7. Study Area

The proposed sites to be visited are those sites where there is high climate vulnerability in terms of drought and community residing alongside are highly marginalized with low-income opportunity. The sites are selected such that it provides livelihood diversification option for the climate vulnerable community and hence increase their coping capacity. These sites are proposed (but not limited to) as follows:

S.N.	Name of municipalities	Ward/Location	Estimated nos. of water lifting sites
1	Halesi	3/Bangma	1
2	Chisankhugadhi	1/Kuiveer	1
3	Manebhanjyang	1/Pankhu	1
4	Siddhicharan	1/Talluwa	1
		Total	4

8. KEY DELIVERABLES AND TIMEFRAME

S.N.	Activities	Deliverable	Timeline
1.	Inception Report	Detail methodology of the study, work plan, and content of design report.	Within the first 7 days of agreement.
2.	Draft Report	Submission and presentation of a draft report on the design, estimates, drawings, specification and other aspect of project.	Within the first 20 days of agreement.
3.	Final Report	Submission and acceptance of final report on the design, estimates drawings, specification, and other aspect of a project incorporating feedback and suggestion	Within 30 days of agreement.

9. REQUIRED QUALIFICATIONS AND EXPERIENCE

Consulting Firm

At least 5 years of operation in the field of water lifting for domestic and agricultural use and must be registered as per the prevailing laws of the government of Nepal. At least 5 years of similar experiences in conducting assessments and/or capacity-building activities for development projects, demonstrate the analytic capacity and demonstrated ability to process, analyze and synthesize complex, technical information to produce high-quality reports.

Human Resources

- **Lead Engineer:** Must have completed Bachelor in Civil Engineering/Electrical Engineering/Mechanical Engineering with at least five years' experience in designing and installing water lifting schemes connected with irrigation systems, good analytic skills, and sound knowledge of leading technical teams for conducting feasibility studies for water lifting. Completed feasibility study, designed and technical installation of at least 10 schemes in the past and must have Experiences, knowledge and sensitivity for gender equality, social inclusion, and diversity awareness.

- **Support Engineer:** Must have completed Diploma in Electrical Engineering/Mechanical Engineering and demonstrate evidence on surveying, designing, and installation of at least 10 water lifting schemes, must be familiar with the project area. Must have knowledge of linking the water lifting with multiple uses such as micro-irrigations etc and must have Experiences, knowledge and sensitivity for gender equality, social inclusion, and diversity awareness.

10. DURATION OF THE ASSIGNMENT AND REMUNERATION

The contract duration will be a maximum of 30 days from the time of signing the contract. The consultant will submit a complete work plan with a description of activities, final deliverables, and time frame in close consultation with the project team and will be shared in the inception report as per the deliverable mentioned above. The remuneration of the consultant will be paid as per the schedule of payment given below based on prevailing norms of the project.

11. COST ESTIMATE

The proposed cost estimate for the feasibility study of water lifting schemes is as follows;

SN	Particular	Unit	Quantity	Rate (NRs)	Amount	Remarks
A	HR Remuneration					
1	Lead Engineer	Days	20			
2	Support Engineer	Days	10			
	Sub-total (A)					
B	Field Visit					
1	DSA / Subsistence Allowance for experts	Days	18			9 days for each lead and support engineer
2	Vehicle for field travel	Lumpsum	9			
	Sub-total (B)					
C	Total (A+B)					
E	VAT (13%)					
F	Grand TOTAL					

Note: Additional costs proposed beyond what is stated will not be covered.

12. SCHEDULE OF PAYMENT

The payment will be delivery-based in installments as per progress of works. The mode of payment will be bank transfer or by account payee cheques.

Payments	Key description/required standard	Installment
1 st Installment	Submission of an inception report with clear methodology, detailed workplan and proposed table of contents	30 %

Payments	Key description/required standard	Installment
2nd Installment	Submission of a draft report including design, drawing and cost estimates of all 4 water lifting schemes	50%
3rd Installment	Submission and acceptance of final after incorporating feedback and suggestions from the project.	20 %

13. WORKING ARRANGEMENT

The service provider/consulting firm will work under the overall direction and supervision of the National Project Director and National Project Manager respectively. They will work in close coordination with the Senior Technical Advisor, Field Coordinator, Project Officer-Soil Conservation and Watershed Management, and Project Officer-Civil Engineer for effective and efficient execution of the assignment on time and meeting a quality standard. Additionally, they will further receive guidance from UNDP's portfolio manager and policy advisor as necessary to complete the assignment. In regards to administrative and financial compliance, the service provider/consulting firm need to coordinate with the Admin and Finance Officer of DCRL.

14. SUBMISSION OF PROPOSAL

A consultancy firm/Service provider needs to submit the following documents while applying for the assignment:

- a. A clear and concise proposal with a detailed methodology that meets the scope and objective of the study.
- b. Flow-chart and timeline of activities (to be included in the technical proposal).
- c. Technical and financial proposals in two separate sealed envelopes.
- d. Firm registration and VAT registration certificate
- e. Audit report for last two years and evidence of Tax clearance
- f. Brief profile of the firm including evidence of past experiences.
- g. Signed CV of the proposed team members for the assignments.
- h. Written Self-Declaration that the service provider is not in the UN Security Council 1267/1989 List or Other UN Ineligibility List.
- i. Gender Equality and Social Inclusion Policy/Strategy/Guideline of the Organization
- j. Organization's policy on conducive work environment/prevention of harassment, sexual harassment and sexual exploitation Code of Conduct

15. EVALUATION METHOD

Applications will be evaluated on the basis of the 'Combined Scoring method' that will give due consideration where the technical proposal i.e. work experience in a relevant field, proven capacity on assessment on related work at a national level will be weighted a maximum of 70% and combined with the financial proposal offer which will be weighted a maximum of 30%.

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 package 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.

Price Schedule for: _____					
Request for Proposals for Services					
Description of Activity/Item (Based on Scope of Works or deliverables described in different ToR)		Number of persons needed to deliver (A)	Number of days needed to deliver (B)	Unit Price/Daily/Monthly rate (C)	Total Amount (AXBXC)
A	Professional Service				
1.	Lead Engineer	1	20		
2.	Support Engineer	1	10		
	Sub-total (A)				
B	Field Visit				
1.	DSA/Subsistence Allowance for Experts	2	9		
2.	Vehicle for field travel		9		
	Sub-total (B)				
C	Total (A+B)				
D	VAT (13%)				
E	Grand Total				

(Amount in Word:)

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 an 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)*.

19. 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 Force Majeure), 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	
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: