

Date: 10 January, 2024

**Request for Proposal (RFP)**

**Reference No.: DCRL/01/2025**

Dear Proposers,

You are requested to submit a proposal for undertaking:  
Supply and Installation of Improved Cooked Stoves at House Hols Level of DCRL working area, 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 24<sup>th</sup> January 2025** 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 induced 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 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/NGOs to provide the service to **Supply and Installation of Fuel-Efficient Stoves (Improved Cook Stoves)**

## 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](mailto:info.dcrl@dofsc.gov.np)

Subject line of Email: Consultancy Service to **Supply and Installation of Fuel-Efficient Stoves (Improved Cook Stoves)**

Written inquiries must be submitted on or before 3:00 PM Nepal Standard Time on 17<sup>th</sup> January 2025. Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) shall upload the response of inquiries in the website by 19<sup>th</sup> January 2025.

#### **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, evidence of similar assignment undertaken, etc.
- 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 work-plan), including documentation to demonstrate that the Proposer meets all requirements and list of current and previous activities undertaken.
- i) Track record on list of clients for similar services indicating description of contract scope, contract duration, contract value and contract references
- j) Gender Equality and Social Inclusion Policy/Strategy/Guideline of the Organization
- k) Organization's policy on conducive work environment/prevention of harassment, sexual harassment and sexual exploitation Code of Conduct
- l) 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
- m) 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 (Institutional Capacity Assessment and Capacity Development Plan Preparation Expert) 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: Service to Supply and Installation of Fuel-Efficient Stoves (Improved Cook Stoves)**

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 24<sup>th</sup> January 2025, 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**

<b>Summary of Technical Proposal Evaluation Forms</b>		<b>Score Weight</b>	<b>Points Obtainable</b>
1.	Expertise of Service Provider submitting proposal	20%	140
2.	Proposed Methodology, Approach and Work Plan	40%	280
3.	Qualification and Experience of Proposed Human Resource	40%	280
<b>Total</b>			<b>700</b>

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 desk study, consultation, field visit and data collection tools, techniques, thematic areas, assumptions, limitations, internal technical and quality assurance review mechanisms etc.

The Proposer shall submit the detailed Work 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:**

Description	Maximum Obtainable Marks
<b>1. Expertise of Firm / Organization Submitting Proposal</b>	<b>140</b>
<b>1.1 Organization profile including experiences</b>	<b>40</b>
1.1.1 Years of establishment (At least 2 Years)	20
At least 2 years-10	
More than 2 years-20	
1.1.2 Number of contracts/assignments completed in last 2 fiscal years	20
1-2 Assignments - 10	
2-3 Assignments- 15	
4 and Above Assignments-20	
<b>1.2 Prior relevant experience</b>	<b>50</b>
1.2.1 Experience in implementing construction, supply, installation in the sector of climate change, watershed management and Sustainable development	25
2 years of Experience-10	
3-5 years of Experience-15	
5 and above-25	
1.2.2 Previous work experience in the thematic areas relevant to DCRL (watershed management, climate change, environment conservation, and rural infrastructure etc)	25
At least 2 years of Experience-10	
3-5 years of Experience-15	

Above 5 years of Experience-25	
<b>1.3 Gender Equality and Social Inclusion (GESI) mainstreaming in organization</b>	<b>15</b>
Gender Equality and Social Inclusion Policy/Strategy/Guideline/code of conduct - 5	
Policy on prevention of harassment, sexual harassment, and sexual exploitation Code-5	
Women, person with disability and other marginalized group owned business under the expertise of firm component - 5	
<b>1.4 Number of assignment done for GoN , UN agencies/INGOs</b>	<b>15</b>
No Assignment-0	
1 Assignments-5	
2 and Above Assignments-15	
<b>1.5 Working Experience in DCRL Project Area</b>	<b>20</b>
Experience working in Project Area-20	
<b>Total for Expertise of Service Provider submitting proposal (I)</b>	<b>140</b>
<b>2. Scoring for proposed work plan and approach</b>	<b>280</b>
<b>2.1 Presentation in the documents (quality of the writing and formatting/documentation of the submitted proposals including other required documents)</b>	<b>50</b>
Excellent-50	
Very Good-40	
Good-30	
Satisfactory-20	
Not Satisfactory-0	
<b>2.2 Understanding of assignment, methodology proposed for the activity (clarity and completeness)</b>	<b>90</b>
Excellent-90	
Very Good-70	
Good-50	
Satisfactory-30	
Not Satisfactory-0	
<b>2.3 Logical coherence between objectives, methodology, activities, deliverables, and resources</b>	<b>70</b>
Excellent-70	
Very Good-60	
Good- 50	
Satisfactory-40	
Not Satisfactory-0	
<b>2.4 Providing working schedule in chronological order (proposed timeline, and required deliverables)</b>	<b>70</b>
Excellent-70	
Very Good-60	

Good- 50	
Satisfactory-40	
Not Satisfactory-0	
<b>Total for Proposed Methodology, Approach and Work Plan (II)</b>	<b>280</b>
<b>3. Scoring for proposed Human Resource</b>	<b>280</b>
<b>Expert as per mentioned in ToR in Expertise Section</b>	
<b>Team Leader</b>	<b>110</b>
<b>Qualification of Expert</b>	
Completed Bachelor degree in social science, RD, NRM or related field with at least 2 yrs. of experience-15	30
Completed Master degree in social science, RD, NRM or related field with 5 yrs of experience-30	
<b>Experience of Expert (as per ToR)</b>	<b>60</b>
<b>Prior experience in construction, project management, social mobilization or related sector.</b>	
Below 2 years - 0	
2-4 years - 30	50
4-6 years - 40	
7 years and Above - 50	
<b>Prior experience in the field of climate change and watershed management.</b>	10
At least 2 Assignments-5	
More than 2 Assignments-10	
<b>GESI-related experience in natural resource management and environmental management</b>	<b>10</b>
<b>Candidates belonging to social excluded/marginalised group including:</b>	
Women	
People with Disability	
Sexual Minority	10
Ethnic Group	
Dalit	
Madhesi	
Muslim	
<b>ICS Promoter</b>	<b>170</b>
<b>Number of Trained Promoter Proposed</b>	
Less than 9 -30	50
More than or equal to 9 -50	
<b>Qualification</b>	<b>20</b>
<b>Basic Education-20</b>	
<b>Experience of ICS Promoter</b>	<b>90</b>
<b>Prior experience in installing ICS in project area.</b>	
Trained but not installed -30	
Installed 50 to 100 - 60	

Installed more than 100	-90
<b>Candidates belonging to social excluded/marginalized group including:</b>	
Women	
People with Disability	
Sexual Minority	10
Ethnic Group	
Dalit	
Madhesi	
Muslim	
<b>Total for Personnel (III)</b>	<b>280</b>
<b>Grand Total (I+II+III)</b>	<b>700</b>

**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.

## Annex II

### Terms of Reference

#### Hiring a Service Provider for Supply and Installation of Fuel-Efficient Stoves (Improved Cook Stoves)

Type: NGO/Supplier/Contractor

Location: Okhaldhunga and Khotang

Additional Category: Resilience and Climate Change

Starting Date: 01 February 2025

Duration: 120 days (Over a period from 01-02-2025 to 31-05-2025)

### 1. BACKGROUND

Among all the physiographic regions of Nepal, the mountainous areas are particularly vulnerable to the impacts of climate change. The warming trends are amplified by extreme changes due to varying altitudes, making the High Mountain catchments, such as those in Okhaldhunga and Khotang districts, prone to droughts, landslides, and floods. The coincidence of seasonal snowmelt with the summer monsoon intensifies these risks. Climate change is further exacerbating these issues, intensifying monsoon rainfall and increasing snow and glacial melt rates. This has led to a rise in the frequency and severity of flood and landslide disasters, resulting in significant economic, human, and livelihood losses each year. Conversely, water scarcity and droughts also threaten agriculture-dependent livelihoods in these regions. The temporal and spatial variability of rainfall and runoff are increasing due to climate change, leading to excess water during the monsoon and water scarcity during the dry season. This disrupts lives and livelihoods, poses risks to food security, and causes economic damages to agriculture, property, and the environment.

To address climate change-induced hazards and foster resilient livelihoods, the Government of Nepal in collaboration with UNDP is implementing the project "Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal" in the Dudhkoshi watershed (area 844 sq. km, beneficiaries 121,606 people), covering eight Palikas in Khotang and Okhaldhunga. The project aims to introduce and scale up integrated adaptive watershed management practices, offering a long-term solution to tackle immediate and long-term climate risk reduction issues related to floods and droughts. By considering natural resource management and resilient livelihood development, this initiative strives to build climate resilience in the vulnerable mountain regions of Nepal.

The project has two outcomes;

1. Integrated Watershed Management Framework has been established to address climate change-induced floods and droughts, and
2. Integrated Watershed Management Practices introduced and scaled up in the lower Dudhkoshi watershed area.

### 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.

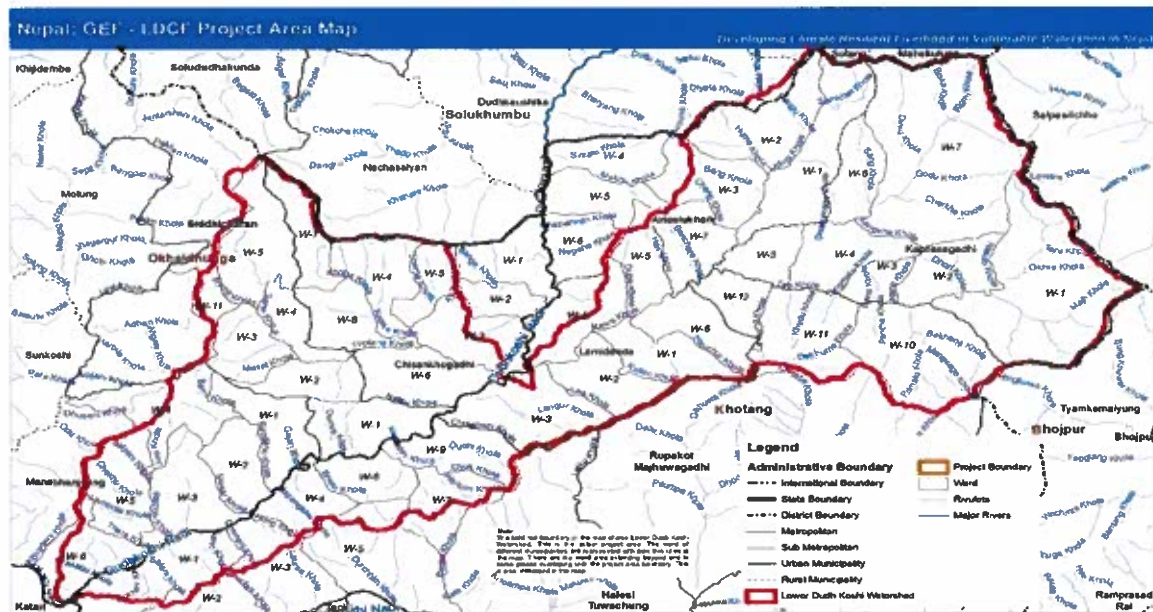


Figure: The project area (Lower Dudhkoshi Watershed)

S.N.	District	Municipality	Wards	No. of wards
1	Khotang	Ainselukharka Rural Municipality	1 to 7	7
2	Khotang	Halesi Tuwachung Municipality	1 to 7 & 9	8
3	Khotang	Kepilasgadhi Rural Municipality	1 to 7	7
4	Khotang	Rawabesi Rural Municipality	1 to 6	6
5	Khotang	Diktel Rupakot Majhuwadhi Municipality	10 to 12	3
6	Okhaldhunga	Chishankhugadhi Rural Municipality	1 to 8	8
7	Okhaldhunga	Manebhanjyang Rural Municipality	1 to 6	6
8	Okhaldhunga	Siddhicharan Municipality	1 to 5 & 11	6
<b>Total wards</b>				<b>51</b>

Table 1: The Project Area (District, Municipality, and Wards)

### 3. RATIONALE OF THE ASSIGNMENT:

The project baseline clearly 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. 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. In addition to that project can also be help to achieved through resource management like Fuel-efficient stoves hold great potential for improving the well-being of local communities specially women in these hilly districts of Okhaldhunga and Khotang. By promoting their use, the dependence on traditional energy sources, such as wood, can be reduced, thus mitigating deforestation rates and preserving fragile ecosystems. Under Project Outcome 2, Output 2.3, **Activity 2.3.5: Technical assistance to develop capacity to construct fuel efficient stoves as a payable service provision.** Moreover, these stoves contribute to improved indoor air quality and reduce health risks women associated with traditional cooking methods.

One of the main advantages of fuel-efficient stoves is the reduced fuel consumption and reduced indoor air pollution, thus reducing drudgery and maintaining smoke-free environment for women



and children. They optimize the combustion process, leading to less fuel usage compared to traditional open fires or inefficient stoves. This not only results in cost savings for families but also has a positive environmental impact due to reduced emissions. However, implementing fuel-efficient stoves successfully requires addressing various challenges, such as cost, accessibility, behavioral change, maintenance, and cultural considerations. Collaboration between local communities, and other stakeholders is essential to ensure the sustainable and widespread adoption of these cooking technologies.

Under the given circumstances, DCRL plans to introduce fuel-efficient stoves by engaging a service provider (supplier or contractor) to benefit 1,025 households in Okhaldhunga and Khotang. These stoves will serve multiple purposes while aligning with the project's objectives across diverse geological conditions in the area.

#### **4. OBJECTIVES OF THE ASSIGNMENT**

The overall objective of the assignment is to increase cooking efficiency, decrease fuel resource use, and eventually benefit both the environment and the consumers. The specific objectives are as follows:

- Improve thermal efficiency by designing a stove that maximizes heat transmission to the cooking vessel. This will cut down on heat loss and increase cooking efficiency.
- Improve combustion through create a combustion system that burns the fuel effectively, decreasing pollution and fuel waste.
- Enhance safety by designing fuel-efficient stoves with safeguards, making them accessible and affordable for populations relying on traditional methods

#### **5. SCOPE OF WORK**

The scope of work for (1025 HHs) the assignment is as follows:

- Fabrication and installation of fuel-efficient stoves referring the attached standard drawing/image.
- Fabrication of mud bricks in required quantity for the standard mud ICS in support of user household.
- Smooth plaster of whole structure with mud.
- Purchase required material and on-site fabrication/installation of mud improved cooked stoves (without burner) in individual households.
- Community meetings and decisions including operation, and maintenance modality, and others.
- Conduct field monitoring visits of sites for comprehensive assessment of stoves uses and its efficiency after 3 months of installation and uses.
- Ensure post installation maintenance requirement within six month of operation of the stoves.
- All other task related with assignment as per agreement and instruction of site engineer/DCRL official.
- Preparation of progress reports and submission with all necessary evidences and incorporate feedbacks and inputs from project team if required.

## 6. METHODOLOGY

The overall methodology to be adopted by the service provider is to fully adhere with the location wise list of beneficiaries provided by DCRL, sufficient interaction, meeting, documentation, building and installation as per technical design, drawing and specification, supervision, monitoring and reporting of completed activities. The service provider must provide sufficient number of trained and experienced Improved Cooked Stoves (ICS) promoter throughout the period in order for installation, technical inputs, supervision and quality control. The firm must provide orientation to beneficiary households on day to day operation, care, repair and maintenance. The beneficiary households will provide his/her contribution in kind for mud arrangement, un-burnt mud bricks fabrication in support of trained ICS promoter assigned by contractor. Rest of the amount for the assignment would be covered by the project.

The detailed step-wise methodology of the assignment is as follows:

- Need assessment of households with adequate consultation of DCRL project.
- Meeting with beneficiary households and decision on beneficiary's contribution.
- Site visit at beneficiary households level and Site preparation for installation of mud ICS.
- Regular facilitation and technical inputs to the beneficiaries to ensure timely and quality work.
- Installation of ICS as per the standard mud ICS without burner and as per the instruction of assigned DCRL official ensuring labor contribution from the beneficiary households as provisioned in the estimate.
- Supply/on-site fabrication and installation of RCC bar, CGI sheet molding for the chimney and associated fittings.
- Orientation to beneficiary households on day to operation, care and repair of the system.
- Company/firm visits the sites for quality assurance, progress reporting, and day to day supervision, monitoring and necessary facilitation with local level beneficiaries, stakeholders for smooth completion as per technical requirements.

## 7. Implementation Area

The proposed sites are those sites where there is high climate vulnerability in terms of drought and community residing alongside are marginalized with low-income opportunity. The proposed location for installation is presented in table below (but not limited to) as follows:

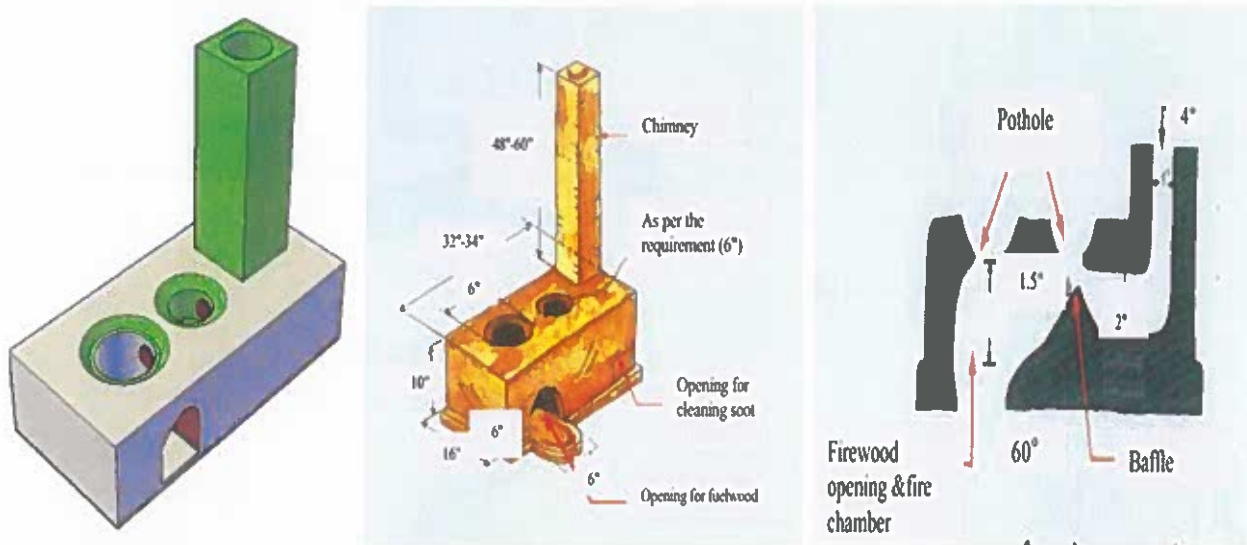
S.N.	Name of municipalities	Wards	Tole	Number of HHs
1	Siddhicharan Municipality	1		150
2	Siddhicharan Municipality	2		150
3	Siddhicharan Municipality	3		91
4	Chisangkugadi Rural Municipality	6		140
5	Halesi Tuwachung Municipality	6		108
6	Halesi Tuwachung Municipality	3		125
7	Rawabesi Rural Municipality	3		61
8	Diktel Rupakot Municipality	10		100
9	Kepilashgadi Rural Municipality	1		100
<b>TOTAL</b>				<b>1025</b>

**Note: There might be some changes in the proposed locations mentioned above. In that case, it will be mutually agreed by DCRL and the service provider.**

## 8. TECHNICAL DETAILS OF THE STOVE

The DCRL project, under above mentioned Scope of work, has intended to promote Two Potholes Mud Stoves. The stove is quite popular in the mid hills of Nepal because it is cheap; flexible design; efficient removal of smoke; reduction in cooking time (compared to the one-pothole model). Only the drawback of this stove is that it requires regular maintenance which can easily be done by the user without requirement of any external material.

This stove has only one fuel inlet below the first pothole. A baffle is placed at an angle of 60 degrees from the horizontal plane in order to direct the flame towards the second pothole. Baffle is used to direct flame and hot air directly to the bottom of the second pot. Presence of grate enhances proper combustion. There is no need to blow the fire.



It utilizes the heat, generated by burning fuelwood, more by the deflection of the flames and heated air inside it which travel to the second opening, before the hot air exits out of the chimney, which is made of un-burnt clay bricks that can be made in the village. The iron plates are fitted on the potholes for pots. The potholes are round in shape; the pot bottom fits tight on them. It can be made in different sizes and capacities to suit the family size and pot size. The design is shown in the figure above. The efficiency of combustion in two pothole stoves can be improved by using grates, which allows air to heat up before reaching the fuel. The use of grates is also more suitable for burning agricultural residue. Additionally, it facilitates the collection of ash. Metallic chimneys can also be used with this stove. By placing a tin structure over the second pothole, the stove can double as a space heater. In order to conserve energy, whenever the rear pothole is not being used for cooking, it is advisable to use it to boil water or to cover it. The stove has fuel efficiency of 25-30% (Source: AEPC, CRT/N, and Practical Action Nepal).

## 9. KEY DELIVERABLES and TIME FRAME

The service provider/contractor SHOULD complete the assignment and submit the final report within 120 days of the contract signed. A full activity work plan with delivery timelines should be included in the proposal/quotation. Key deliverables and their description include the following;

SN	Activities	Main Deliverables	Delivery Timeframe
1.	Inception Report	<ul style="list-style-type: none"> <li>• Deatil implementation plan with clear methodology and timeline</li> <li>• Appoinment letter of 9 promoters for 9 proposed wards</li> <li>• Narrative report about implementation strategy</li> </ul>	Within 7 days after signing of agreement
2.	Supply and Transportation of required materials for all 1025 house holds in proposed 9 wards and deployment of all promoter to site.	<ul style="list-style-type: none"> <li>• Wards recommendation letter confirming supply of required material and deployment of promoter to site.</li> </ul>	Within 20 days after signing of agreement
3.	Installation of 525 numbers of ICS	<ul style="list-style-type: none"> <li>• Completion report of 525 numbers ICS including list of beneficiary households, recommendation letter from ward office with list, and photographs of of each 525 HHs</li> </ul>	Within 70 days after signing of agreement
4.	Installation of remaining 500 numbers of ICS	<ul style="list-style-type: none"> <li>• Completion report of remaining 500 numbers ICS including list of beneficiary households, recommendation letter from ward office with list, and photographs of completion of each 500 HHs</li> </ul>	Within 110 days after signing of agreement
5.	Final Report Submission	<ul style="list-style-type: none"> <li>• Final report including detailed process, experiences, learning and orientation on operation and maintenance</li> </ul>	Within 120 days after signing the agreement

## 10. QUALIFICATION AND EXPERIENCES OF TECHNICAL HUMAN RESOURCES

To ensure installation on time and as per the design and specification, at least following stipulated human resources must be provisioned from company/firm.

Human Resource	Qualification and experience	Role and Responsibility
Team Leader-1 nos	Bachelor level education in social science, rural development, natural resource management or any other related field with 2 years of experience in construction, project	<ul style="list-style-type: none"> <li>• Lead the installation from beginning to end of assignment.</li> <li>• Coordination and liaise with project team and relevant stakeholder etc.</li> <li>• Conduct field visit as required and ensure quality of work and track the</li> </ul>

	<p>management, social mobilization or related sector.</p> <ul style="list-style-type: none"> <li>• Excellent Coordination and report writing skill</li> <li>• Good understanding and knowledge along with prior experience in Gender sensitivity and gender mainstreaming in natural resource management.</li> </ul>	<p>progress for timely accomplishment of assignment.</p> <ul style="list-style-type: none"> <li>• Reporting as per deliverables.</li> </ul>
Mud ICS Promoter-9 nos	<ul style="list-style-type: none"> <li>• Basic education with training on installation of mud ICS.</li> </ul>	<ul style="list-style-type: none"> <li>• Lead the installation from beginning to end of assignment in the assigned ward.</li> <li>• Mobilization of beneficiary house hold for mud collection and for support in brick preparation.</li> <li>• Installation of mud ICS as per the standard referring the drawing/image provided.</li> </ul>
Helper-9 nos	<ul style="list-style-type: none"> <li>• Basic education</li> </ul>	<ul style="list-style-type: none"> <li>• Support promoter in mud preparation for bricks and in installation of ICS.</li> </ul>

#### HUMAN RESOURCE COST:

S.N	Particular	Unit	Quantity	Rate (NRs.)	Amount (NRs.)	Remarks
1	Team Leader-1		20			
2	ICS Promoter	Days				At least 9 promoters (One day for each ICS)
3	Helper	Days				At least 9 helpers (One day for each ICS)
	<b>Total</b>					

#### 11. REQUIRED QUALIFICATIONS AND EXPERIENCE

The proposing service provider must have the following qualification and experiences:

- At least operation for 2 years in implementing construction, supply, installation of similar nature of work at house hold level.
- Evidence of managing similar contracts value or above in the past.
- Proven expertise and experience in research initiative issue related to GESI, climate change, and sustainable development issue with sector focus on the government system.
- Experience working with and in partnership with government line agencies, INGOs in the field of climate change, watershed, forestry and natural resources.

## 12. DURATION OF THE ASSIGNMENT AND REMUNERATION

The contract duration will be a maximum of 4 months from the date of contract. The remuneration of the service provider will be paid as per the schedule of payment given below based on prevailing norms of the project.

## 13. SCHEDULE OF PAYMENTS

The payment will be reimbursed based on installments as per the nature of works. Mode of payments will be bank transfer or by account payee cheques.

Payments	Key description/required standard	Installment
1 <sup>st</sup> Installment	Submission and Acceptanc of Inception Report along with monitoring plan.	20% of contract amount
2 <sup>nd</sup> Installment	Submission and acceptance of reports on procurement and transportation of required materials for all 1025 house holds in proposed 9 wards and deployment of all promoter to site.	20% of contract amount
3 <sup>rd</sup> Installment	Submission and acceptance of installation report of 525 numbers of ICS	25 % of contract amount
4 <sup>th</sup> Installment	Submission and acceptance of installation report of remaining 500 numbers of ICS, and work completion report	25 % of contract amount
5 <sup>th</sup> Installment	After submission and acceptance of a report on comprehensive analysis on the stove uses after 3 months of installation of the stove in representative sites	Remaining 10 % of contract amount

## 14. WORKING ARRANGEMENT

The service provider will work under the overall direction of National Project Director and day to day supervision of the National Project Manager. The technical human resources of the firm will work closely with and under the guidance of the Senior Technical Advisor, Field Coordinator, and DCRL officers. Additionally, will further receive guidance from UNDP's Portfolio Manager to complete the assignment. The proposed human resource will be given access to relevant information necessary of execution of the tasks under this assignment. The firm will be responsible for providing his/her own working station (i.e. laptop, internet, phone, printer/scanner etc.) and must have access to a reliable internet connection. The service provider should contact himself with the concerned officials for consultation to acquire the relevant information related to this assignment in close coordination with National Project Manager, Senior Technical Advisor and Field Coordinator.

## 15. SUBMISSION OF PROPOSAL

The service provider needs to submit following documents while applying for the assignment:

- i. Technical and Financial Proposal (in separate sealed envelop)
- ii. Firm/NGO Registration Certificate
- iii. VAT Certificate
- iv. Brief profile of the firm including evidence of past experiences
- v. Signed CV of the propsoed promoter for the assignment
- vi. Track record on list of clients for similar services indicating description of contract scope, contract duration, contract value and contract references
- vii. Gender Equality and Social Inclusion Policy/Strategy/Guideline of the organization

- viii. Organization's policy on conducive work environment/prevention of harassment, sexual harassment and sexual exploitation Code of Conduct
- ix. 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

**16. TRAVEL AND LOGISTIC MANAGEMENT**

The service provider and their team shall require travelling to project sites in carrying out the assignment. All the travel and logistics required for the assignment should be solely managed by the service provider.

**17. EVALUATION METHOD**

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

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	Points Obtainable
1.	The expertise of the Service Provider submitting a proposal	20%	140
2.	Proposed Methodology, Work Plan, and Approach	40%	280
3	Qualification and Experience of Proposed Human Resource	40 %	280
	<b>Total</b>	<b>100 %</b>	<b>700</b>

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

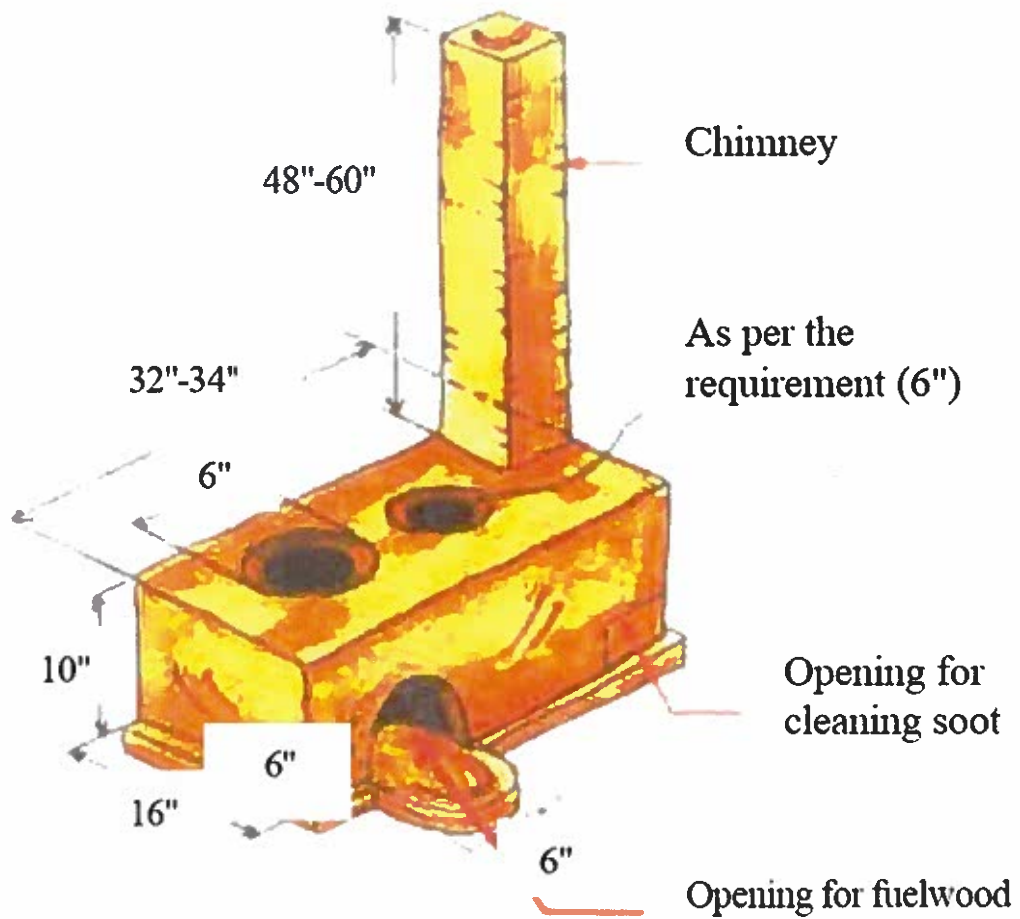
**Financial Evaluation Criteria**

Summary of Financial Proposal Evaluation Forms		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%
	<b>Total</b>	<b>30%</b>

**\*\*\* Note 2: The weight for financial scores will be calculated on a pro-rata basis with the lowest financial proposal as 30%\*\***

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

**Annex-2**  
**Design and Drawing of the Fuel efficient Stove**







## **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.**

Price Schedule for: _____					
Request for Proposals for Services					
	Description of Activity/Item (Based on Scope of Works or deliverables described in ToR)	Unit (A)	Number of days or months needed to deliver (B)	Unit Price/ Daily rate (C)	Total Amount
1	Soil and other local materials (3 part mud, 2 aprt husk/straw, 1 part animal dung)		0.18		
2	Sugar	kg	1		
3	10 mm iron bar (7 nos@14 inch each)	kg	3		
4	Plain CGI Sheet (0.37mm or 28 gauge)- (L=15incch; B=13 inch)	set	1		
5	Installation Charge (Promoter)	days	1		
6	Helper	days	1		
	<b>Total cost (For One ICS)</b>				
A	DCRL Contribution for 1025 HHS	nos	1025		
B	Team Leader Cost	days	20		
C	Reporting and Communication Cost				
D	<b>Total Cost (A+B+C)</b>				
E	13% VAT of ( E )				
F	<b>Grand Total (E+D)</b>				

(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 one 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:

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>ACCEPTED (Y/N)</b>
<b>CONDITIONS:</b>	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	
<b>TIMELINE:</b>	Refer to detail ToR	
<b>PAYMENT TERMS:</b>	Refer to detail ToR	
<b>VALIDITY OF PROPOSAL:</b>	Minimum 90 days	
<b>CURRENCY OF PRICES</b>	Must be in Nepalese Rupees.	

**Submitted by:**

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal: