

# **REQUEST FOR PROPOSALS**

**UNDP/RFP/03/2017 - Conduct climate change vulnerability and disaster risk assessment of agro-ecological zones of Nepal and appraising the cost of climate change adaptation to address climate risks**

**Green Climate Fund Readiness Programme in Nepal (GCF-RP)  
UNDP-NEPAL**



**United Nations Development Programme**  
March, 2017

## Section 1. Letter of Invitation

Kathmandu, Nepal  
March 1, 2017

### **UNDP/RFP/03/2017 - To Conduct climate change vulnerability and disaster risk assessment of agro-ecological zones of Nepal and appraising the cost of climate change adaptation to address climate risks**

Dear Mr./Ms.:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security *[disregard, if not required as per Data Sheet]*
- Section 9 – Form for Performance Security *[disregard, if not required as per Data Sheet]*
- Section 10 – Form for Advanced Payment Guarantee *[disregard, if not required as per Data Sheet]*
- Section 11 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme  
UN House, Pulchowk, Lalitpur  
Attention: UNDP Procurement Unit

The letter should be received by UNDP no later than COB 10 March 2017. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

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

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Deepak', with a long, sweeping horizontal line extending to the right.

Deepak Shrestha, Procurement Analyst

## Section 2: Instruction to Proposers<sup>1</sup>

### Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 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
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*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.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the

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<sup>1</sup> Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

RFP.

- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP 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.
- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 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 services expected of the successful proposer.

## A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :

- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11),

see prescribed Form in RFP Section 8);  
9.6 Any attachments and/or appendices to the Proposal.

## **10. Clarification of Proposal**

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

## **11. Amendment of Proposals**

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

# **C. PREPARATION OF PROPOSALS**

## **12. Cost**

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

## **13. Language**

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated

in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

#### **14. Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

#### **15. Technical Proposal Format and Content**

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.



- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

#### **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

#### **19. 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 UNDP 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 UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. 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 entity 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 UNDP.

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.

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 UNDP as the most responsive Proposal that offers the best value for money, UNDP 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.

## **20. Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

## **21. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## 22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

## D. SUBMISSION AND OPENING OF PROPOSALS

### 23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization

shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

#### **24. Deadline for Submission of Proposals and Late Proposals**

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

#### **25. Withdrawal, Substitution, and Modification of Proposals**

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

#### **26. Proposal Opening**

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## **E. EVALUATION OF PROPOSALS**

### **28. Preliminary Examination of Proposals**

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

### **29. Evaluation of Proposals**

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated

in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

$$\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;

- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### **30. Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

### **31. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Repairable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total



shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

## Instructions to Proposers

### DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. <sup>2</sup>	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Green Climate Fund Readiness Programme in Nepal
2		Title of Services/Work:	To Conduct climate change vulnerability and disaster risk assessment of agro-ecological zones of Nepal and appraising the cost of climate change adaptation to address climate risks
3		Country / Region of Work Location:	Nepal
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <i>[if yes, describe how, and ensure that requirements properly define the sub-parts]</i> <input checked="" type="checkbox"/> Not allowed

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<sup>2</sup> All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3<sup>rd</sup> column may be modified by the user. If the information does not apply, the 3<sup>rd</sup> column must state "N/A" but must not be deleted.

6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered  <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held on:	Time: Not Applicable Date: Venue:  The UNDP focal point for the arrangement is: UNDP Procurement Unit Address: UN House, Pulchowk, Lalitpur Telephone: 01 5523200 Facsimile: _____ E-mail: <a href="mailto:query.procurement.np@undp.org">query.procurement.np@undp.org</a>
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input type="checkbox"/> Required Amount: <a href="#">Click here to enter text.</a> Form: <a href="#">Click here to enter text.</a> <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security <sup>3</sup>	<input type="checkbox"/> Bank Guarantee (See Section 8 for template) <input type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check <input type="checkbox"/> Other negotiable instrument <input type="checkbox"/> Cash (exceptionally, if none of the other forms are feasible) <input type="checkbox"/> Others <i>[pls. specify]</i>
11	B.9.5 C.15.4	Validity of Proposal Security	<i>[indicate no. of days, but minimum of 90] days from the last day of Proposal submission.</i>

<sup>3</sup> Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

	a)		Proposal Security of unsuccessful Proposers shall be returned.
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of ____% of contract <sup>4</sup> <input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input type="checkbox"/> Will not be imposed <input checked="" type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : 0.5 Max. no. of days of delay : 20 After which UNDP may terminate the contract.
14	F.37	Performance Security	<input type="checkbox"/> Required Amount : _____ Form: _____ <input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency  <i>Reference date for determining UN Operational Exchange Rate : March 2017</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	On or before 14 March 2017, 13 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions <sup>5</sup>	Focal Person in UNDP: UNDP Procurement Unit Address: UN House, Pulchowk, Lalitpur  Facsimile: Fax No. : _____ E-mail address dedicated for this purpose: <b>query.procurement.np@undp.org</b>

<sup>4</sup> If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

<sup>5</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

			<p><b>Subject Line of email : UNDP/RFP/03/2017 - To Conduct climate change vulnerability and disaster risk assessment of agro-ecological zones of Nepal and appraising the cost of climate change adaptation to address climate risks for GCF-RP.</b></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <p>Note: This email address is officially designated by UNDP. The subject line of the email for query should be same as mentioned above.</p> <p>UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received;</p> <ul style="list-style-type: none"> <li>- When inquiries are sent with the different subject line even to the designated email address.</li> <li>- When inquiries are sent to other person/s or address/es, even if they are UNDP staff.</li> </ul> <p>Similarly, for queries for information already available in the bidding document, UNDP shall have no obligation to respond.</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<p><input type="checkbox"/> Direct communication to prospective Proposers by email or fax</p> <p><input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website<sup>6</sup> <a href="http://www.np.undp.org/content/nepal/en/home/operations/procurement.html">http://www.np.undp.org/content/nepal/en/home/operations/procurement.html</a></p>
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	<p>Original : 1</p> <p>Copies : 1</p>
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p><b>The Assistant Country Director (Operations)</b>  <b>United Nations Development Programme</b>  <b>UN House, Pulchowk</b>  <b>Lalitpur, Nepal</b></p>

<sup>6</sup> Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

			<b>Ref no: UNDP/RFP/03/2017 - To Conduct climate change vulnerability and disaster risk assessment of agro-ecological zones of Nepal and appraising the cost of climate change adaptation to address climate risks risks for GCF-RP.</b>
21	C.21 D.24	Deadline of Submission	Date and Time : March 27, 2017 5:00 PM          Nepal Time
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input type="checkbox"/> Electronic submission of Bid <sup>7</sup>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed <b>(Not Allowed)</b>	<input type="checkbox"/> Official Address for e-submission: <i>[specify]</i> <input type="checkbox"/> Free from virus and corrupted files <input type="checkbox"/> Format : PDF files only, password protected <input type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input type="checkbox"/> Max. File Size per transmission: <i>[specify]</i> <input type="checkbox"/> Max. No. of transmission : <i>[specify]</i> <input type="checkbox"/> No. of copies to be transmitted : <i>[specify]</i> <input type="checkbox"/> Mandatory subject of email : <i>[specify]</i> <input type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <i>[specify]</i> <input type="checkbox"/> Digital Certification/Signature: <i>[specify]</i> <input type="checkbox"/> Time Zone to be Recognized: <i>[specify]</i> <input type="checkbox"/> Other conditions: <i>[pls. specify]</i>
24	D.23.1	Date, time and venue for opening of Proposals <b>(For UNDP Only)</b>	Date and Time: <a href="#">Click to enter a date and time.</a> Venue : _____
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> <b>Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above)</b> <input type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial

<sup>7</sup> If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

			<p>proposals, respectively, where the minimum passing score of technical proposal is 70%</p> <p><input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%.</p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<p><input checked="" type="checkbox"/> <b>Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</b></p> <p><input checked="" type="checkbox"/> <b>Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</b></p> <p><input checked="" type="checkbox"/> <b>Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</b></p> <p><input checked="" type="checkbox"/> <b>Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years.</b></p> <p><input checked="" type="checkbox"/> <b>Minimum no. of years of experience in similar field (research and development work experience on climate change, agriculture, agro ecosystems and agrobiodiversity issues): 5 (Five) years</b></p> <p><input checked="" type="checkbox"/> <b>Minimum value of single contract handled within 5 years : USD 30,000</b></p> <p><input checked="" type="checkbox"/> <b>Statement of Satisfactory Performance from the Top <i>three</i> Clients in terms of Contract Value the past five years.</b></p> <p><input checked="" type="checkbox"/> <b>All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</b></p> <p><input checked="" type="checkbox"/> <b>List of ongoing and completed projects including donors/partners the institution/professional firm has worked with, and districts where those projects were implemented in last 5 years. The information should include the name of the client with contact phone numbers, emails of concerned authority and contract value as well.</b></p> <p><input checked="" type="checkbox"/> <b>Signed CVs of the proposed Human Resources</b></p>



			<input checked="" type="checkbox"/> List of clients with contact phone numbers, emails of Government / donor/INGO/National NGO with whom the institution/professional firm has worked with in the past.
27		Other documents that may be Submitted to Establish Eligibility	
28	C.15	Structure of the Technical Proposal ( <i>only if different from the provision of Section 12</i> )	
29	C.15.2	Latest Expected date for commencement of Contract	April 17, 2017
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	April 17, 2017 – 16 November 2017
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only <input type="checkbox"/> One or more Proposers, depending on the following factors : <i>[clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Proposers]</i>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;

			<input type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; <input type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and <input type="checkbox"/> Others
34		Conditions for Determining Contract Effectivity	<input type="checkbox"/> UNDP's receipt of Performance Bond <input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance <input checked="" type="checkbox"/> <b>Others Upon signing off the contract</b>
35		Other Information Related to the RFP <sup>8</sup>	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	25%	250
2.	Proposed Methodology, Approach and Implementation Plan	30%	300
3.	Management Structure and Key Personnel	40%	450
	<b>Total</b>		<b>1000</b>

<b>I. Expertise of firm / organisation submitting proposal (Points obtainable 250 Points)</b>	
1.1 Reputation of Organisation and Staff (Competence / Reliability)	50
1.2 Litigation and Arbitration history	10

<sup>8</sup> Where the information is available in the web, a URL for the information may simply be provided.

1.3 General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	40
1.4 Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	10
1.5 Quality assurance procedures, warranty	30
<b>Sub total (1.1 to 1.5)</b>	<b>140</b>
<b>1.6 Relevance of: (Points - 110)</b>	
- Specialised Knowledge- with evidence of institution knowledge on subject matter relevant to consultancy. Demonstration through published knowledge products.	50
- Experience on Similar Programme / Projects	30
- Experience on action research projects in the Region -sub national level	15
- Work for UNDP/ major multilateral/ or bilateral programmes	15
<b>Sub Total for 1.6</b>	<b>110</b>
<b>Total for Expertise of firm / organisation submitting proposal (I)</b>	<b>250</b>
<b>II. Proposed Work Plan and Approach (Points obtainable 300 Points)</b>	
2.1 To what degree does the Offeror understand the task?	50
2.2 Have the important aspects of the task been addressed in sufficient detail?	25
2.3 Are the different components of the project adequately weighted relative to one another?	25
2.4 Is there evidence that the proposal been prepared based on an in-depth understanding and prior knowledge of the project environment?	50
2.5 Is the conceptual framework adopted appropriate for the task?	50
2.6 Is the scope of task well defined and does it correspond to the TOR?	50
2.7 Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50
<b>Total for Proposed Work Plan and Approach (II)</b>	<b>300</b>

<b>III. Personnel (Points obtainable 450 Points)</b>	
<b>3.1 National Climate Change Expert/ Team Leader</b>	
General Education Qualification as per ToR	10

Track record of leading multi-disciplinary team and managing research processes	20
Professional Experience in the area of specialisation	20
Experience in delivery of complex research assignment and quality assurance	20
Language Qualifications	10
<b>Sub Total for National Climate Change Expert/Team Leader</b>	<b>80</b>
<b>3.2 National Agriculture Expert</b>	
General Education Qualification as per ToR	10
Work experience in agriculture sector, natural resource and disaster risk reduction	20
Professional experience and substantive knowledge in the area of specialisation with strong research background and publication on national agro ecosystems and climate change	20
Proven national experience in developing clear work plan, assign team member and assure the quality of deliverables relevant to assignment	20
Language Qualifications	10
<b>Sub Total for National Agriculture Expert</b>	<b>80</b>
<b>3.3 International Agriculture Economist</b>	
General Education Qualification as per ToR	20
Work and research experience in economic analysis along with valuation of natural resources and application of Cost Benefit Analysis (CBA) to Climate Change Adaptation (CCA), water sector and Disaster Risk Reduction (DRR) planning at national and international level	20
Experience in designing practical investment and logic framework for natural resource projects	20
Analytic capacity and demonstrated ability to process, analyze and synthesis complex, technical information	20
Knowledge of the region	10
Language Qualification	10
<b>Sub Total for International Agriculture Economist</b>	<b>100</b>

<b>3.4 National Climate Change Economist</b>	
General Education Qualification as per ToR	10

Work experience in economic analysis along with valuation of natural resources and application of CBA to CCA, water sector and DRR planning at national and community level.	20
Proven analytic capacity and demonstrated ability to process, analyze and synthesis complex assignment and produce high quality outputs.	10
Strong research background application of economic valuation tools and demonstrated through publications	10
Language Qualification	10
<b>Sub Total for National Climate Change Economist</b>	<b>60</b>
<b>3.5 National Environment and Social Safeguard Expert</b>	
General Education Qualification as per ToR	10
Professional experience working in ESS issue with strong research background on ESS	15
Proven analytic capacity and demonstrated ability to process, analyze and synthesis information and produce ESS action plan with high quality outputs.	10
Strong research background in environmental and social safeguard	10
Language Qualification	5
<b>Sub Total for National Environment and Social Safeguard Expert</b>	<b>50</b>
<b>3.6 National Gender Expert</b>	
General Education Qualification as per ToR	10
Professional experience of working in gender and social issues in Nepal	10
Proven analytic capacity and demonstrated ability to process and analyze gender related information and produce high quality gender action plan outputs	15
<b>Language Qualification</b>	<b>5</b>
<b>Sub Total for National Gender Expert</b>	<b>40</b>
<b>3.7 National Capacity Development Expert</b>	
General Education Qualification as per ToR	10
Experience in developing training content, assure quality and delivery of trainings	15
Professional Experience in the area of specialisation	10
Language Qualification	5
<b>Sub Total for Natonal Capacity Development Expert</b>	<b>40</b>
<b>Total for Personnel (III)</b>	<b>450</b>
<b>Grand Total (A+B+C)</b>	<b>1000</b>

### Section 3: Terms of Reference (TOR)<sup>9</sup>

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#### **“CONDUCT CLIMATE CHANGE VULNERABILITY AND DISASTER RISK ASSESSMENT OF AGRO-ECOLOGICAL ZONES OF NEPAL AND APPRAISING THE COST OF CLIMATE CHANGE ADAPTATION TO ADDRESS CLIMATE RISKS”**

**CONSULTANCY:** FIRM

**LOCATION:** GREEN CLIMATE FUND READINESS PROGRAM (GCF-RP) AND NAP-AG PROJECT MANAGEMENT UNIT

**STARTING DATE:** APRIL 2017

**Supervisors:** National Project Director, GCF-RP and NAP-Ag National Project Management Unit.

**Duration:** 180 days spread over 7 months

#### **1. BACKGROUND**

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UNDP Nepal is supporting the Government of Nepal to leverage climate finance to advance its sustainable development objectives. It is currently implementing projects that have direct implication to support climate finance delivery in Nepal by: i) strengthening the enabling environment to access and manage climate finance in whole of country manner, including working with non-state actors; ii) mainstreaming climate change finance by integrating it into planning and budgeting processes and systems both at the national and sub national levels; iii) supporting capacity development efforts at national and local levels, as well as across key sectors in effectively accessing and managing climate finance; iv) strengthening accountability and transparency efforts to ensure effective and equitable use of climate finance; and v) supporting the development and use of decision making and assessment tools for prioritization of adaptation and mitigation actions in an inclusive and participatory manner.

It is expected that Nepal will benefit from the concomitant processes led by lead ministries in each project to absorb the lessons and recommendations. These projects support evidence base for an investment strategy outlined in national and subnational level plans, policies and strategies. For the interest of the current terms of reference, two projects initiatives are linked for joint execution in areas of climate finance. The project brief description is given below.

#### **1. integrating agriculture sector into National Adaptation Plans (NAP-Agriculture)**

The United Nations Development Programme (UNDP) and Food and Agriculture

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<sup>9</sup> This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

Organizations (FAO) of the United Nations are implementing the NAP-Agriculture project in Nepal under a collaborative work plan with financial support from the German Federal Ministry for the Environment, Nature Conservation, Building and Nuclear Safety (BMUB). Nepal is one of 11 countries participating in the global programme which seeks to enhance capacity to address climate change impacts within the agriculture sector. The program aims to build technical capacities of Ministry of Agriculture Development (MoAD) and Ministry of Livestock Development (MoLD) at all levels to test adaptation options and integrate climate change concerns into national and sectoral plans and budget – with priority to be given to actions and programmes under the Agricultural Development Strategy (ADS). The project will contribute to the National Adaptation Plan formulation process led by Ministry of Population and Environment (MoPE) and conform to technical guidance and best practice elaborated under relevant United Nations Framework Convention on Climate Change (UNFCCC) bodies. The project will contribute to four major outcomes;

1. Strengthening MoAD/MoLD capacity and knowledge on climate change adaptation (CCA)
2. Mainstreaming CCA into ADS planning and budgeting cycle
3. Evidence based results for NAP improved
4. Advocacy and knowledge sharing on NAP promoted

## **2. Green Climate Fund Readiness Programme in Nepal (GCF-RP)**

The Ministry of Finance (MoF), in collaboration with the United Nations Development Programme (UNDP) and the United Nations Environment Programme (UNEP), is implementing the GCF-RP with financial support from the German Federal Ministry for the Environment, Nature Conservation, Building and Nuclear Safety (BMUB). This project will support the Government of Nepal (GoN) specifically Ministry of Finance and related stakeholders in strengthening its national capacities to effectively and efficiently access, manage, deploy and monitor climate finance from the GCF. The GCF is the multilateral financing entity guided by the principles and provisions of the United Nations Framework Convention on Climate Change (UNFCCC). The GCF readiness programme will result in benefits to the GoN to engage with fund through direct access, strengthen national systems to access and absorb alternative sources of climate finance and take forward priorities for low-emission and climate-resilient development integrating national plans and policies such as NAPA, climate change policy, NAPs, NDC and sectors plans. The three major components of GCF readiness programme in Nepal are;

1. Core institutional capacity-building of the National Designated Authority (NDA) and National Implementing Entity (NIE) to access, absorb, and manage climate finance is enhanced
2. Preparation of investment framework for adaptation and mitigation options to reduce climate change induced disaster risks
3. Build national capacities to develop a project pipeline (bankable projects and programmes)

This ToR emphasize delivery of services required under the outcome 1 and part of outcome 2 of NAP-Ag project; and Component 2 of GCF readiness project. In general, it is expected through the assignment that national capacities are built to conduct feasibility assessments,

understand implications of climate change on agriculture sectors, economic and financial analysis, vulnerability assessments to identify climate risks and appropriate adaptation solutions in agro-ecological zone to reduce climate induced disaster risks of Nepal. This further helps to make appropriate decisions to incorporate the sector's climate change risk management key priorities within the existing planning and budgeting processes at national and local level.

## 2. RATIONALE

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Nepal is one of the most highly exposed countries in the world to the risks from climate change and weather induced disasters, and likewise most vulnerable countries<sup>10</sup> due to its fragile landscape, poor socio-economic growth, over dependency on natural resources, poor governance and increased weather variability and change.<sup>11</sup> A majority of its population (66.5 %) is dependent on agriculture for livelihood where weather and climate specific implications exist in the rain-fed and monsoon based farming system. A recent study predicts that in the longer-term (mid-century and beyond), there will be high overall net loss to the agriculture sector due to climate change, equivalent to at least 0.8% of current annual GDP.<sup>12</sup> The emerging evidence also suggests that climate change is contribution to food insecurity:

- The Second National Communication of Nepal to the UNFCCC prepared by the Ministry of Population and Environment (MoPE) in 2014 projects declines by 1.6% in rice; 15.5% wheat and 5.3 % in food grain production by 2020.
- The period from 1971 to 2007 is reported to have more than 150 droughts events in Nepal affecting about 330 thousand hectares of agriculture land<sup>13</sup>.
- Due to a dry winter in 2009<sup>14</sup>, winter crop harvests were reduced by 40% (Mountain), 25% (Hill), and 10% (Terai) compared to the previous year due to dry winter, leading to a decrease in national production of wheat and barley yields by 15% and 17% respectively.

All these examples suggest that Nepal will need incremental adaptation as a deliberate choice to avoid more dangerous climate change impact. For this transformation to happen, agriculture sector needs to look at from the resilience perspectives of ecosystems and other natural capital that are important share of the country's total wealth. It is estimated that environmental income contributes to more than 50% including agriculture, combined with forestry and fisheries, accounts for more than 38% of the Country's GDP.<sup>15</sup> Natural ecosystems that provide critical ecosystem services (i.e. provisioning, regulatory, cultural and supporting) to communities as well as agro ecosystems are exposed to increased climate variability as a result of climate change. More so, such variability is already having an adverse

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<sup>10</sup> Maplecroft identifies 32 'extreme risk' countries based on its Climate Change Vulnerability Risk Index, which evaluates the sensitivity of populations, the physical exposure of countries and governmental capacity to adapt to climate change over the next 30 years.

<sup>11</sup> NCVST, 2009. Vulnerability through the eyes of the vulnerable. Nepal Climate Vulnerability Study Team. DFID Nepal.

<sup>12</sup> IDS Nepal, PAC and GCAP, 2014. Economic Impact Assessment of Climate Change in Key Sectors in Nepal.

<sup>13</sup> UNDP, 2009. Global Assessment of Risk Nepal Country Report.

<sup>14</sup> United Nations World Food Programme Nepal Food Security Monitoring System (2009). The cost of coping; a collision of crises and the impact of sustained food security deterioration in Nepal.

<sup>15</sup> World Bank, 2008 Nepal, Country Environmental Analysis: Strengthening institutions and management systems of enhanced environment governance.



impact on the seasonal rainfall pattern that has strong repercussions to Nepal's water resources and its availability to locals for agriculture and sustenance of lives and increasing frequency and magnitude of climate induced disasters including flooding and other natural hazards.

The agriculture sector in Nepal has noble policy aims and objectives that are not translated into tangible results due to its low financial and resource allocation of less than USD 7 million (6 percent of the total national budget allocation).<sup>16</sup> It is important to consider the impact of multiple attributes of climate change simultaneously within the local socio-economic context that together drive the relative supply of and demand for ecosystem services. For example, the climate change may decrease agricultural production through declines in rainfall, increases in evaporative demand, and shorter growing seasons. Thus, understanding local ecosystem service changes with incorporation of key local drivers of such change could give insights on how the service is being managed and provide evidence base to inform and make needed reform in public service delivery.

This Terms of Reference (TOR) for this assignment concerns execution of activities under outcome 1 and part of outcome 2 of NAP- Ag project (in line with NAP-Ag document and project inception report) and Component 2 (in line with the GCF Readiness Project Document) to undertake a comprehensive assessment of ecosystem support services and economically feasible climate adaptation actions in three selected agro-ecological zones in three target districts: Bardiya (Terai), Dailekh (Hill) and Mugu (mountain). The firm will undertake economic appraisal of ecosystem services at watershed scale and identify climate change adaptation (CCA) practices and measures that can be carried out by farmers and agricultural programmes. The recruited agency will technically advise and establish meaningful linkages of this service activity outputs with the sub national and national level process of respective government on-going and future planning, budgeting and implementation with the view of integrating climate and disaster risks.

The firm shall also deliver training and capacity-building activities for selected Government and non-Government actors. It is expected that through the assignment national capacities are built to conduct feasibility assessments, economic and financial analyses, understand the financial implications of climate change on the sector and climate risk and vulnerability assessments, and to formulate appropriate adaptation solutions. This will help support decision-making to incorporate key priorities for CCA and disaster risk management within the existing sector planning and budgeting processes at national and local level.

The selection of three pilot districts is based on assessment of cumulative climate change vulnerability index derived from cumulative index developed in "climate change vulnerability mapping for Nepal" during NAPA process,<sup>17</sup> climate related disasters based

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<sup>16</sup> UNDP, 2013. Nepal Country Report. Climate Risk Management for Agriculture in Nepal.

<sup>17</sup> MoE, 2010. Climate Change Vulnerability Mapping for Nepal. Ministry of Environment. National Adaptation Programme of Action to climate change. Government of Nepal.

economic loss published in Ministry of Home Affairs (MoHA) portal<sup>18</sup> and human poverty index.<sup>19</sup> The evaluation criteria for district selection also considered aspects of different agriculture practices in view of food security, physiographic regions and conditions of the watershed<sup>20</sup> along with presence of implementing partners and/or other relevant climate change adaptation initiatives in the districts. On this basis, the districts were clustered into two regions i) the eastern cluster comprising of Dolakha, Sindhuli and Mahottari and ii) the western cluster that included Mugu, Dailekh and Bardia towards capturing the three agro-ecosystems. After thorough review of each of districts identified, the western cluster districts i.e. Mugu (Mountain), Dailekh (Hill) and Bardia (Terai) were found to have a highest cumulative vulnerability i.e. second, third and tenth respectively. The selection of the western cluster was also endorsed by the Project Steering Committee at the Ministry of Agriculture Development (MoAD) of the NAP Agriculture Project on 13 January 2017.

### 3. OBJECTIVE

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The overall objective of the consultancy is to

1. Strengthen capacities within MoAD, MoLD and other relevant ministries to evaluate and prioritize CCA options in agriculture sector to make use of tools such as applied economic valuation of ecosystem support services and cost benefit analysis of agriculture measures (practices)
2. Prepare Investment Framework for selected adaptation options in agriculture to reduce climate change-induced disaster risks

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<sup>18</sup> <http://drrportal.gov.np/reports>

<sup>19</sup> OpenNepal, 2016. Human poverty index data extract, Available <http://data.opennepal.net/content/human-poverty-index-value-districts-2011>

<sup>20</sup> Department of Soil Conservation and Water Management (DSCWM), 2014: <http://www.dscwm.gov.np/index.php/12-related-information/37-watershed-condition> and ADB/IWMI, 2012 Report on climate change and vulnerability mapping on watersheds in middle and mountains of Nepal.

#### 4. SCOPE OF WORK

The firm is responsible to undertake the assignment both at central and sub national level. At the national level, the firm will engage with relevant line ministries and department and at the sub national level- with vulnerable population and local authorities in one watershed at each of the three identified pilot districts. The detail scope of the work is outline below.

S/N	Scope of work	Delivery of
1	<b>Identification/delineation of agriculture hotspots, ecosystems and ecosystem services in the three identified pilot districts</b> <ul style="list-style-type: none"> <li>Review and stock take relevant sources of information related to pilot districts.</li> <li>Develop criteria to identify agriculture hotspots with consideration of relevant ecosystem services and agro-ecological zones in the districts at watershed scale</li> <li>Validate the agriculture hotspots through consultative meeting with NPMU, local authorities and affected population.</li> <li>Present the identified agriculture hotspot (three watersheds) options within three pilot districts.</li> </ul>	NAP-Ag/ GCF RP
2	<b>Synthesis of vulnerability and Disaster Risk Assessment and synthesize tools/methods for environment and social safeguard and gender assessment.</b> <ul style="list-style-type: none"> <li>Synthesized tools to assess the agriculture vulnerability and risk assessment relevant to three watersheds zone<sup>21</sup>.</li> <li>Undertake review of best practice methods and tools to synthesize protocol to assess environment and social safeguard and gender assessment in three pilot districts</li> </ul>	GCF- RP
3	<b>Comprehensive climate vulnerability, disaster risk, environment &amp; social safe guard, gender and adaptation assessment in three pilot districts</b> <ul style="list-style-type: none"> <li>Review relevant hazard maps prepared by DSCWM in the three targeted watersheds to inform assessment</li> <li>Apply synthesized tool in the field to assess the vulnerability and risk assessment in the watersheds</li> <li>Develop the environment and social safeguard assessment/ action plan relevant to agro ecological zone.</li> <li>Develop a gender assessment/ action of women and marginalized group.</li> <li>Prioritize climate change adaptation options to climate vulnerability/variability taking into account environmental and social safeguards and gender assessments.</li> </ul>	GCF-RP/ NAP Ag

<sup>21</sup> Coordinate with FAO during the synthesis of existing good practice method for agriculture vulnerability assessment and disaster risk assessment.

	<ul style="list-style-type: none"> <li>Validation of assessment through participatory and consultative process (with affected population and local authorities)</li> </ul>	
4	<p><b>Apply economic valuation of ecosystem support services and investment appraisal tools of agriculture adaptation practices relevant to three pilot districts.</b></p> <ul style="list-style-type: none"> <li>Review of best practice materials and institutional stock taking of applied economic tools in natural resource management sectors from relevant sources.</li> <li>Explore and determine most suitable methods and tools for applied economic valuation of selected ecosystem services and cost benefit analysis of agricultural adaptation practices in the case of Nepal.</li> <li>Apply tools on economic appraisal of adaptation options using valuation of ecosystem support services and investment appraisal.</li> <li>Prepare and validate methodological paper on approaches for economic valuation of priority agriculture sector adaptation options in Nepal.</li> </ul>	NAP-Ag/ GCP-RP
5	<p><b>Cost Benefit analysis for climate change adaptation measures/practices to the agriculture sectors in three pilot districts</b></p> <ul style="list-style-type: none"> <li>Apply cost benefit analysis of at least three priority CCA measures/practices in each watershed taking into account ecosystem services valuation tools and results.</li> <li>Prepare and share synthesis and detail report with national stakeholders.</li> </ul>	GCF-RP/ NAP Ag
6.	<p><b>Investment and logic framework incorporating the theory of change</b></p> <ul style="list-style-type: none"> <li>Develop practical investment framework approach paper for three agro-ecological zones of Nepal taking into account GCF<sup>22</sup> investment criteria and logic framework</li> <li>Identify potential public-private partnerships options to catalyze investments for the identified options.</li> <li>Undertake assessment with private and public actors</li> <li>Validation of assessment through participatory and consultative process with affected population and local authorities</li> </ul>	GCF- RP
7	<p><b>Integrate Climate Change Economic and Investment Appraisal Criteria into internal MoAD/MoLD Project Preparation Guideline</b></p> <ul style="list-style-type: none"> <li>Review and take stock existing mechanisms and project preparation guidelines in use by MoAD and MoLD and for the ADS and identify gaps in current process program design and of appraisal to integrate climate change.</li> </ul>	NAP Ag

<sup>22</sup> <http://www.greenclimate.fund/documents/20182/239759/3.2 - Investment Framework.pdf/48f5d33e-7100-4002-a045-ea3685452ebc>

	<ul style="list-style-type: none"> <li>• Produce an assessment report to integrate climate change economic and investment appraisal criteria based on consultation with district, regional and national level</li> <li>• Prepare and share concise policy memorandum with key stakeholders advising on required reforms, to incorporate in internal MoAD project prepare guideline.</li> </ul>	
8	<p><b>Develop hand book materials, training module and conduct training to national and sub national actors</b></p> <ul style="list-style-type: none"> <li>• Develop training module on vulnerability assessment, applied economic valuation of ecosystem services and application of CBA techniques (Joint Coordination with FAO)</li> <li>• Conduct 1 sub national level training for government officers building on learning from on vulnerability assessment, applied economic valuation of ecosystem services to the agriculture sector and cost benefit analysis of agriculture adaptation practices in Nepal.</li> <li>• Conduct 1 national level training on vulnerability Assessment, applied economic valuation of ecosystem services to the agriculture sector and cost benefit analysis of agriculture adaptation practices in Nepal (Joint Coordination expected with FAO and UNDP).</li> <li>• Finalize handbook/internal guidelines for particular to MoAD official and for other relevant ministries officials to improve economic appraisal of programs incorporating climate change costs and benefit of priority CCA practices (Joint Coordination with FAO).</li> </ul>	NAP Ag/ GCF-RP

## 5. DELIVERABLES

The specific deliverables are outlined below:

Stage of work	Deliverables/ Outputs	Roles		Payment Schedule
		Lead	Supporting	
i. <b>Inception Briefing:</b> Briefing with the project team and submission of the study inception report with detailed methodology and work plan.	<b><i>Inception Report</i></b> (within 7 days of signing contract)	Team Leader (TL)	National Agriculture Expert (Nat AE), National Environment and Social Safeguard Expert (Nat ESSE), Intl'. Agriculture Economist (IAE), Natl' Climate Change Economist (Nat CCE), Natl'. Gender Expert (Nat GE)	20 % payment after approval of inception report.  (Source of Funding: NAP-Ag)
ii. <b>Identification of vulnerable agro ecosystem sites within the three agro ecological zone (watershed):</b> Identify one agro ecosystem (watershed) in each of the three pilot districts through desk review of existing bio-physical and socio-economic information; use of criteria and method of vulnerability and fragility mapping of agro ecosystem and its ecosystem services through data analysis, participatory and consultative processes.	Criteria Method Report/ 2 Consultation Meetings (local authorities and vulnerable population) (Day 20)	TL /Nat AE	Nat CCE, Nat ESSE, Nat GE, MoF, GCF-RP, NAP-Ag/PMU, FAO,	30% payment after completion of Output ii- v & submission of Report on Progress Report  (Source of Funding (GCF-RP)
iii. <b>Synthesis of CC Vulnerability and disaster assessment tools and synthesis of tools/methods for environment and social safeguard and gender assessment:</b> Synthesis of methodology on VA adopted. Review of literature to synthesize tools for environment and social safeguard and gender assessment.	Methodological paper (Day 25)	TL	Nat AE, Nat ESSE, Nat GE, NAP-Ag PMU (FAO)	

iv. <b>Assessment / Field Work:</b> Conduct i) detail vulnerability and impact assessment and ii) appropriate adaptation options of selected ecosystem to the agriculture sector in the identified agro-ecological zones. Includes gender assessment and environment & social safeguard assessment.	Consultation meeting (local authorities and vulnerable populations), Progress Report ( <i>Day 60</i> )	Team Leader/ Nat AE	Nat ESSE, Nat GE, Nat CCE, IAE, NAP-Ag PMU	
v. <b>Synthesis of best practices to develop applied economic evaluation of ecosystem support services and investment appraisal tools of agriculture adaptation practices relevant to pilot agro ecological zones in the selected watershed of pilot districts:</b> review of national and international best methods appropriate to adopt in the cases of pilot agro-ecological zone.	Methodological paper, consultation-1, Validation-1 ( <i>Day 50</i> )	IAE/ Nat CCE	TL, Nat AE, Nat ESSE, Nat GE	
vi. <b>Feasibility Assessment:</b> Technical feasibility of climate change adaptation options analyzed based on analysis of field work information from agro ecosystem and share outputs along with assessment of Environmental and Social Safeguards undertaken Gender assessment to be incorporated into the assessment. Prioritize climate change adaptation options relevant to the agro-ecosystems in the pilot districts	Progress Reports ( <i>Day 70</i> )	IAE/ Nat CCE	Nat AE, TL, Nat ESSE, Nat GE,	<i>20 % payment after completion of output vi – ix.</i>  <i>Source of funding GCF-RP</i>
vii. <b>Appraising Cost and Benefit of the Options:</b> Cost Benefit Analysis of the adaptation options and economic valuation of selected ecosystem services tools applied for detail appraisal incorporating information analysis from field assessment. Prepare a synthesis report	Report ( <i>Day 90</i> )	IAE, Nat CCE, Nat AE,	TL, Nat ESSE, Nat GE, Nat' Capacity Development Expert.	

<b>viii. Consultations:</b> Share and validate economic valuation of ecosystem services and CBA appraisals on adaptation options at national level (1)	Consultation at National Level (Day 95)	Nat CCE/ TL	IAE, Nat ESSE, Nat AE, Nat GE, National Capacity Development Expert, MoF, MoAD, GCF RP, NAP Ag PMU	
<b>ix. Investment and logical framework incorporating the 'Theory of Change' and taking account of the GCF investment criteria and logical framework.</b> The approach paper will also conceptualize investment of PPP of prioritized adaptation options. This should include economic, environment social safeguard and gender consideration.	Approach Paper, Consultation-1, Sharing- 1 (Day 125)	IAE/ Nat CCE	TL, Nat ESSE, Nat AE, Nat GE	
<b>x. Integrate climate change economic appraisal criteria into internal MoAD/MoLD project preparation guideline:</b> Review of necessary process of MoAD/ MoLD and consult with relevant officials at national and sub national level. Organize consultation meetings with national and regional level official to validate.	Stock taking and assessment report; policy memorandum, consultation meeting-1 (national)- 3 districts and 1 regional (western relevant to pilot districts) (Day 135)	Nat CCE / Nat AE	IAE, TL, MoAD, NAP Ag PMU	<i>20 % payment after completion of Output x - xii.</i>  <i>(Source of funding GCF-RP)</i>
<b>xi. Training / Workshops:</b> National (1) and sub-national (1) level training on the valuation and economic appraisal of climate change adaptation options to risks in selected sites.	Training module and presentation slides, 2 events of training (1 sub nationals and 1 national) (Day 160)	National Capacity Development Expert	Nat CCE, Nat AE, TL, Nat EESE, Nat GE, MoF MoAD, GCF RP, NAP AG PMU	
<b>xii. Publication of handbook/internal guidelines</b> for relevant MoAD/MoLD staffs to improve economic appraisal of programs incorporating climate change costs and benefits of priority CCA practices	1 internal guideline/handbook published (Day 170)	TL/ National Capacity Development Expert	IAE, Nat AE, Nat CCE, Nat ESSE, Nat GE	
<b>xiii. Revised and Final Report:</b> The final detailed report with full-reference along with incorporation of comments and recommendations (from the sharing workshop as well) must be submitted to the GCF-RP/	Final Report of engagement. (Day 180)	TL	IAE, Nat ESSE, Nat CCE, Nat AE, Nat GE, National capacity Development Expert	



NAP-Ag PMU. All knowledge products developed i.e. presentations and documents needs to be submitted.				<i>Source of funding NAP-Ag</i>
<b>xiv. National Sharing Workshop on the Investment Framework for the agro Ecosystem</b>	National Sharing Workshop (1)	TL	IAE, Nat ESSE, Nat CCE, Nat AE, Nat GE, National capacity Development Expert, GCF-RP /NAP-Ag PMU, MoAD & MoF	<i>Cost for the National Sharing Workshop to be covered by GCF-RP</i>

The detailed report must be submitted in English. Both hard and soft copies of all the report including the supporting materials must be submitted. The reports, data and images must be in an editable format.

## 6. ROLES & RESPONSIBILITIES

The consultancy firm will be working under the overall guidance of the National Project Director of the GCF Readiness Programme, National Project Management Unit of NAP Agriculture, and the Assistant Country Director of UNDP- Environment, Energy, Climate Change and Disaster Risk Management Unit (EECDRM Unit). The firm will work in close supervision of the GCF-RP, NAP PMU and with the Climate Change Policy Analyst in UNDP/Nepal, EEDCRM Unit while the UNDP global coordinators will provide technical/advisory inputs during the assignment.

The firm is expected to consult with Ministry of Finance / International Economic Cooperation Coordination Division (IECCD) and Ministry of Agriculture Development. The firm is expected to provide regular inputs during the period of assignment to relevant Project Steering Committee, and Thematic Working Group meetings.

## 7. TECHNICAL TEAM COMPOSTION AND EXPERIENCE

The consultancy service will be undertaken by a multi-disciplinary team lead by a team leader who will be responsible for the delivery of this assignment as per the TOR. In summary the team will comprise of the following expert team members with following specific qualification and experience required, their roles and responsibilities and anticipated working days' inputs. The CV of resource person as indicated below should list out relevant publication details to demonstrate relevant skill as demanded by the ToR.

S. N	Resource Person	Qualification and Work experience	Roles & Responsibilities	Working Days
1.	<b>National Climate Change Expert / Team Leader</b>	<ul style="list-style-type: none"> <li>- Master's Degree (preferably Ph.D.) in Agriculture, Forestry, Climate Change, Natural Resource Management/Economics, or any other relevant field</li> <li>- Minimum 10 years' of work experience for Ph.D. and 15 years for Master's degree in agriculture sector and climate change</li> <li>- At least 7 years of action research experience demonstrated by publications on agriculture sector and climate change</li> <li>- Track record of leading multi-disciplinary team in complex assignment with experience</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible to lead overall design, assessment, consultation, documentation, and presentation/ communication related to assignment,</li> <li>- Hold consultation with important stakeholder (GOs, CSO, academic and research institutions) working on agriculture, watershed, and ecosystem issues to collect information, review and make use of those as demanded by consultancy.</li> <li>- Identify agro ecosystems within the pilot districts to prioritize investment framework based on review of latest relevant literatures on climate change vulnerability mapping, ecosystem services, watershed assessments along with geo-morphological and climate data along with consultative process.</li> </ul>	120 Days

S. N	Resource Person	Qualification and Work experience	Roles & Responsibilities	Working Days
		<ul style="list-style-type: none"> <li>in liaising and coordination with government agencies.</li> <li>- Experience in developing clear work plan, assign team member and assure the quality of deliverables</li> <li>- Track record of working with government line ministries at national and sub-national level</li> <li>- Excellent skill in written and spoken Nepali and English</li> </ul>	<ul style="list-style-type: none"> <li>- Facilitate the process of participatory and technical inputs on all the design process from all key stakeholders including line ministries, districts and vulnerable populations.</li> <li>- Ensure effective coordination and communication amongst all key stakeholders i.e. national and local decision-makers, vulnerable groups and international community,</li> <li>- Responsible for the delivery of the obligations of the consultancy along with delivery of the trainings to line agencies as highlighted in the consultancy service.</li> </ul>	
2	<b>National Agriculture Expert</b>	<ul style="list-style-type: none"> <li>- Master's Degree in Agriculture, Livestock's, Natural Resource Management, Agriculture economics or any other relevant field</li> <li>- Minimum 10 years' work experience in agriculture sector and natural resource management and policy issues.</li> <li>- Proven national experience in developing clear work plan, assign team member and assure the quality of deliverables</li> <li>- Strong research background and publications on agro-ecosystems and climate change</li> <li>- Excellent skill in written and spoken Nepali and English</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible to support overall technical design of the assignment,</li> <li>- Review relevant literatures agro-ecological zones, national and local level policy and practices issues within the agriculture sectors,</li> <li>- Take lead in design approaches to identify agro ecosystems and support in developing appropriate protocol for data collection from field assessment related to vulnerably assessment and economic appraisals for national team.</li> <li>- Support in analysis of economic appraisal and cost benefit analysis</li> <li>- Take lead to integrate climate change economic and investment appraisal criteria into internal MoAD project preparation guidelines,</li> <li>- Support in preparing and finalizing investment and logical framework as per GCF investment criteria,</li> <li>- Support to assure the quality of training content and handbook.</li> </ul>	70 days (stretche d over the period of the assignm ent)
3.	<b>International Agriculture Economist</b>	<ul style="list-style-type: none"> <li>- Master's Degree in Agriculture Economics, Resource Economics, and Environmental Economics</li> </ul>	<ul style="list-style-type: none"> <li>- Responsible for the overall design and application of economic appraisals, cost-benefit analysis evaluation and drafting of the investment framework,</li> </ul>	60 days (stretche d over

S. N	Resource Person	Qualification and Work experience	Roles & Responsibilities	Working Days
		<p>with background in Agriculture, forestry, Natural Resource Management or Environmental science</p> <ul style="list-style-type: none"> <li>- Minimum 10 years' work experience in economic analysis along with valuation of natural resources and application of Cost Benefit Analysis (CBA) to Climate Change Adaptation (CCA), water sector and Disaster Risk Reduction (DRR) planning at national and international level</li> <li>- Experience in designing practical investment and logic framework for natural resource projects.</li> <li>- Analytic capacity and demonstrated ability to process, analyze and synthesis complex, technical information</li> <li>- Strong research background of economic valuation tools and publications</li> <li>- Excellent skill in written and spoken English</li> </ul>	<ul style="list-style-type: none"> <li>- Perform the economic appraisal and cost-benefit analyses of the identified options (climate change adaptation) for the vulnerable agro ecosystems in all pilot districts,</li> <li>- Building on with the cost-benefit analyses of the appropriate adaptation options, utilize the evidence from the analysis for opportunities for private-public investment taking account of Green Climate Fund investment criteria and logical framework to catalyze investments in the adaptation options (approach paper),</li> <li>- Support to integrate climate change economic and investment appraisal criteria into internal MoAD project preparation guidelines,</li> <li>- Provide technical inputs in preparing materials for training and outreach to enhance national capacities on the application of cost benefit analysis methodology and process,</li> <li>- Work closely with the multi-disciplinary national team towards designing in methodology, assessment tool, data acquisition, analysis, synthesis, presentation and the process of validation as demanded by the consultancy.</li> </ul>	the period of the assignment)
4	<b>National Climate Change Economist</b>	<ul style="list-style-type: none"> <li>- Master's Degree in Agricultural Economics, Resources Economics, and Climate Change Economics with experience on work on climate change adaptation in Nepal</li> <li>- Minimum 7 years of work experience in economic analysis along with valuation of natural resources and application of CBA to CCA, water sector and DRR</li> </ul>	<ul style="list-style-type: none"> <li>- Work closely with the International Natural Resource Economist towards designing of the economic appraisal, cost benefit analysis and drafting of investment framework,</li> <li>- Lead in reviewing national literatures to provide evidences of practices on methodology of cost benefit for evaluation of both market and non-market goods and services,</li> <li>- Work with the team towards acquiring field data for the purpose of economic</li> </ul>	70 days (stretched over the period of the assignment)

S. N	Resource Person	Qualification and Work experience	Roles & Responsibilities	Working Days
		<p>planning at national and community level.</p> <ul style="list-style-type: none"> <li>- Proven analytic capacity and demonstrated ability to process, analyze and synthesis complex assignment and produce high quality outputs.</li> <li>- Strong research background application of economic valuation tools and publications</li> <li>- Excellent skill in written and spoken Nepali and English</li> </ul>	<p>valuation and cost benefit analysis as demanded by the consultancy,</p> <ul style="list-style-type: none"> <li>- Work with the team to perform the cost-benefit analyses of the identified options (climate change adaptation) for the vulnerable agro ecosystems,</li> <li>- Building on the cost-benefit analyses of the appropriate CCA options, utilize the evidence from the analysis for opportunities for private-public investment to catalyze climate change adaptation options,</li> <li>- Take lead to integrate climate change economic and investment appraisal criteria into internal MoAD project preparation guidelines,</li> <li>- Support in translating key message from CBA assessment to prepare materials for training and outreach to enhance national capacities on the application of cost benefit analysis methodology and process,</li> <li>- Facilitate the process of participatory and technical inputs on all the design process from all key stakeholders including line ministries</li> </ul>	
5.	<b>National Environment and Social Safeguard Expert</b>	<ul style="list-style-type: none"> <li>- MSc in environment engineering, Watershed management, Natural resource management, Environmental studies, Geology, Sociology or any relevant field</li> <li>- Minimum 7 years' experience on climate change vulnerability assessment, watershed assessment and management and community based planning tools for climate change adaptation and disaster risk reduction.</li> </ul>	<ul style="list-style-type: none"> <li>- Provide technical inputs on aspects of environment and social safeguard issue while designing the vulnerability assessment tool for agro ecosystems relevant to pilot districts,</li> <li>- Review and reflect GCF consideration of environment and social safeguard issues as demanded by the consultancy.</li> <li>- Conduct a climate change vulnerability and disaster risk assessment of specific district/villages in agro-ecological zone (based on vulnerable ecosystem services and also ensuring gender and social impact of climate risks and conflict sensitivity are assessed to extent possible),</li> </ul>	50 days (stretched over the period of the assignment)

S. N	Resource Person	Qualification and Work experience	Roles & Responsibilities	Working Days
		<ul style="list-style-type: none"> <li>- Proven analytic capacity and demonstrated ability to process, analyze and synthesis information and produce high quality outputs.</li> <li>- Excellent skill in written and spoken Nepali and English</li> </ul>	<ul style="list-style-type: none"> <li>- Technical evaluation of the adaptation options towards its prioritization towards appraising the cost,</li> <li>- Provide necessary inputs on environment and social safeguard consideration for preparation of training materials as demanded by consultancy</li> </ul>	
6.	<b>National Gender Expert</b>	<ul style="list-style-type: none"> <li>- Master Degree in social science, Gender studies or related field with knowledge on gender and social inclusion on Natural Resource or Agriculture Sector.</li> <li>- At least 7 years of professional experience of working in gender and social issues in Nepal</li> <li>- Proven analytic capacity and demonstrated ability to process and analyze gender related information and produce high quality outputs</li> <li>- Excellent skill in written and spoken Nepali and English</li> </ul>	<ul style="list-style-type: none"> <li>- Provide technical inputs during the designing of the assessment tool with respect to vulnerability of women and marginalized groups,</li> <li>- Review and reflect GCF consideration of gender issues as demanded by the scope of consultancy</li> <li>- Prioritizing/identification of adaptation options that are socially and gender inclusive</li> <li>- Provide necessary inputs on gender consideration for preparation of training materials as demanded by consultancy.</li> </ul>	50 days (stretched over the period of the assignment)
7	<b>National Capacity Development Expert</b>	<ul style="list-style-type: none"> <li>- Master's Degree in Environment Science, natural Resource management or social science with extensive experience on capacity building on climate change issue at national level.</li> <li>- At least 7 years of relevant professional experience of working on capacity development on climate change issue at national level.</li> <li>- Proven ability to support the development of high quality knowledge and training materials and to train technical teams.</li> </ul>	<ul style="list-style-type: none"> <li>- Designing training module and content of at least three days' length of i). Application of the vulnerability assessment of the agro ecosystems and ii). Application of Cost Benefit Analysis tool for prioritization of adaptation options</li> <li>- Work with multi-disciplinary team to synthesis information from primary assessment and review to translate the key message as a part of training content.</li> <li>- Delivery capacity development trainings at national (1) and sub-national level (1) on learnings of application of tools for preparation of investment framework for agro ecosystems</li> </ul>	40 days (stretched over the period of the assignment)

S. N	Resource Person	Qualification and Work experience	Roles & Responsibilities	Working Days
		- Excellent skill in written and spoken Nepali and English	- Provide necessary inputs and feedback to finalize the published handbook content after delivery of the trainings.	

## 8. COMPETENCIES OF SERVICE PROVIDER

- At least 5 years of applied research and development work experience on climate change, agriculture, agro ecosystems and agrobiodiversity issues.
- Proven experience in hands-on experience on application of economic tools for valuation of public and non-market goods,
- Ability to manage and mobilize multi-disciplinary team and demonstrate capability to work with each other towards undertaking this consultancy,
- Demonstrate the analytic capacity and demonstrated ability to process, analyse and synthesise complex, technical information from different disciplines by the members of the team to produce high quality reports,
- Proven and hands-on experience on vulnerability assessment and cost benefit analysis process by the specific experts,
- Proven expertise and experience in research initiative issue related to sustainable development with focus on the national system,
- Experience working with and in partnership with government line agencies in the field of climate change adaptation and disaster risk reduction,
- Must demonstrate published knowledge products relevant to similar type of scope of the consultancy (relevant samples or electronic links should be submitted in the technical proposal for evaluation).

## 9. DURATION

The duration of the contract is for the period of 180 days spread over 7 months starting in April 2017 and upon signing of the contract.

## 10. WORKING ARRANGEMENTS

The contractors will be given access to relevant information necessary of execution of the tasks under this assignment. The contractor 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).

#### 11. ESTIMATED BUDGET

It is proposed that the Request for Proposal (RFP) should cover the technical and out of pocket cost i.e., the cost of human resources and includes expense estimation of up to four field visits in each of the three pilot districts covering travel and incidental costs. The cost estimation should also include two travel missions for the international consultant during the period of the assignment. The cost of consultation meetings/workshops/trainings should be estimated by the consulting firm as indicated in deliverables while the final national sharing workshop will be covered by the GCF- Readiness Programme.

#### 12. EVALUATION METHOD

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The applications should meet the personnel requirements stated in the ToR including their academic qualification and number of years of experiences. Applicants will be evaluated on the basis of 'Technical Qualified Lowest Bid' that takes consideration of the technical strength of the firm along with the expertise of the consultants.



#### Section 4: Proposal Submission Form<sup>23</sup>

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

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<sup>23</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_

*[please mark this letter with your corporate seal, if available]*

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## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

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### Proposer Information Form<sup>24</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

---

<sup>24</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

☐ All eligibility document requirements listed in the Data Sheet

☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered

☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

## Joint Venture Partner Information Form (if Registered)<sup>25</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		

<sup>25</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

☐ All eligibility document requirements listed in the Data Sheet

☐ Articles of Incorporation or Registration of firm named in 2.

☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

## Section 6: Technical Proposal Form

<b>TECHNICAL PROPOSAL FORMAT</b>  <b>INSERT TITLE OF THE SERVICES</b>
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**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

<b>SECTION 1: EXPERTISE OF FIRM/ ORGANISATION</b>																					
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p>																					
<p><b>1.1 Brief Description of Proposer as an Entity:</b> Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</p> <p><b>1.2. Financial Capacity:</b> Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p> <p><b>1.3. Track Record and Experiences:</b> Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.</p>																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name of project</th> <th style="width: 15%;">Client</th> <th style="width: 15%;">Contract Value</th> <th style="width: 15%;">Period of activity</th> <th style="width: 15%;">Types of activities undertaken</th> <th style="width: 15%;">Status or Date Completed</th> <th style="width: 20%;">References Contact Details (Name, Phone, Email)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)														
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)															

## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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

**2.1. Approach to the Service/Work Required:** Please provide a detailed description of the methodology including a conceptual framework for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

**2.2. Technical Quality Assurance Review Mechanisms:** The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

**2.3 Implementation Timelines:** The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

**2.4. Subcontracting:** Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

**2.5. Risks / Mitigation Measures:** Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

**2.6. Reporting and Monitoring:** Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

**2.7. Anti-Corruption Strategy:** Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

**2.8. Partnerships:** Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

**2.9 Statement of Full Disclosure:** This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

**2.10 Other:** Any other comments or information regarding the project approach and methodology that will be adopted.

### SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p>		
<hr/> Signature of the Nominated Team Leader/Member		<hr/> Date Signed



## Section 7: Financial Proposal Form<sup>26</sup>

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The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

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

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. 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\*

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Submission and approval of Inception Report	20%	
2	Completion of outputs ii-v and submission of progress report	30%	
3	Completion of outputs vi-viii and submission of progress report	20%	
4	Completion of outputs ix- xii	20%	
5	Completion of outputs xii-xiii and submission of final reports	10%	
	Total	100%	

\*Basis for payment tranches

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<sup>26</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

**B. Cost Breakdown by Cost Component:**

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

S/N	Description of Activity	No. of Personnel (A)	Total Period of Engagement in days (B)	Rate (per day) (C)	Total (AXBXC)
<b>1.</b>	<b>Personnel Services</b>				
1.1	National Climate Change Expert / Team Leader	1	120 days		
1.2	National Agriculture Expert	1	70 days		
1.3	International Agriculture Economist	1	60 days		
1.4	National Climate Change Economist	1	70 days		
1.5	National Environment and Social Safeguard Expert	1	50 days		
1.6	National Gender Expert	1	50 days		
1.7	National Capacity Development Expert	1	40 days		
<b>Total for 1. Personnel Services</b>					
<b>2.</b>	<b>Out of Pocket Expenses</b>	Unit	Rate (per visit)	Total	
2.1	Travel cost for International Natural Resource Economist	2			
2.2	Travel Cost for field visits to Mugu District	4			
2.3	Travel Cost for field visits to Dailekh District	4			
2.4	Travel Cost for field visits to Bardia District	4			
2.5	DSA	No. of Personnel (A)	Total Period of Engagement in days (B)	Rate (per day) (C)	Total (AXBXC)
2.5.1	National Climate Change Expert / Team Leader	1			
2.5.2	National Agriculture Expert	1			
2.5.3	International Agriculture Economist	1			
2.5.4	National Climate Change Economist	1			

2.5.5	National Environment and Social Safeguard Expert	1			
2.5.6	National Gender Expert	1			
2.5.7	National Capacity Development Expert	1			
2.6	Workshop/Meeting/Training Cost	Lump Sum			
	Logistic cost for organizing consultation meetings/workshops/trainings (detail of the cost to be provided in a separate sheet)				
2.7	Communications Cost				
2.6	Print/Reproduction of reports				
<b>Total for 2. Out of Pocket Expenses</b>					
	<b>Subtotal (1+2)</b>				
	<b>VAT 13% (if applicable)</b>				
	<b>Grand total</b>				
	<b>Grand total (In words)</b>				

*Note:*

*N.B. Administrative and all other associated costs need to be built into the above headings proportionately.*

*Proposal will be disqualified if it does not follow the above price schedule format.*

*Offerors can attach details of the cost breakdown as Annexes*

*Number of personnel and required days to deliver the services has been set by UNDP as indicated on the table above..*

*[Name and Signature of the Service Provider's Authorized Person][Designation][Date]*

## Section 8: FORM FOR PROPOSAL SECURITY

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)***

---

To: UNDP  
*[Insert contact information as provided in Data Sheet]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated [Click here to enter a date.](#), to execute Services ..... (hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

### ***SIGNATURE AND SEAL OF THE GUARANTOR BANK***

Date .....

Name of Bank .....

Address .....

## Section 9: FORM FOR PERFORMANCE SECURITY<sup>27</sup>

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)***

---

To: UNDP  
[Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [Click here to enter text](#), dated [Click here to enter a date](#), to execute Services ..... (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

### ***SIGNATURE AND SEAL OF THE GUARANTOR BANK***

Date .....

Name of Bank .....

Address .....

---

<sup>27</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template

## Section 10: Form for Advanced Payment Guarantee<sup>28</sup>

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)***

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\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]  
**Beneficiary:** \_\_\_\_\_ [Name and Address of UNDP]  
**Date:** \_\_\_\_\_  
**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Company](hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of Services](hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])<sup>29</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,<sup>30</sup> whichever is earlier.

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<sup>28</sup> This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

<sup>29</sup> The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

<sup>30</sup> Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph : "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension,

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

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*such request to be presented to the Guarantor Bank before the expiry of the Guarantee.*

## Section 11: Contract for Professional Services

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**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

**[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]**



Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of \_\_\_\_\_ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
  - b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;
  - c) the Contractor's Proposal [ref....., dated .....]
  - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....	.....	.....	.....
....	.....	.....	.....

- 2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.

- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

**[LIST DELIVERABLES]**

**[INDICATE DELIVERY DATES]**

e.g.

Progress report	../../....
.....	../../....
Final report	../../....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

**OPTION 1 (FIXED PRICE)**

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon.....	.....	../../....
.....	.....	../../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

**OPTION 2 (COST REIMBURSEMENT)**

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP

shall pay the Contractor a price not to exceed \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex \_\_\_\_\_ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for \_\_\_\_\_ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of \_\_\_\_\_ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ **[NAME OF THE BANK]**

\_\_\_\_\_ **[ACCOUNT NUMBER]**

\_\_\_\_\_ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ **[INSERT DATE]** and shall complete the Services within \_\_\_\_\_ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

**For the Contractor:**

Name  
Designation  
Address  
Tel. No.

Fax. No.  
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

**[INSERT NAME AND DESIGNATION]**

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## **UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### **4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any



termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

#### **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly

engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

#### **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### **23.0 SECURITY:**

**23.1** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.2** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

#### **24.0 AUDITS AND INVESTIGATIONS:**

**24.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP

have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

**24.2** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

#### **25.0 ANTI-TERRORISM:**

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

#### **26.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

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