



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: 7 April 2017
	REFERENCE: RFP 003/TLS/2017 Selection of a Consulting Firm to conduct Sustainable Land Use and Watershed Management Assessment and develop Standard Watershed and Land Use Plan & Procedures.

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Selection of a Consulting Firm to conduct Sustainable Land Use and Watershed Management Assessment and develop Standard Watershed and Land Use Plan & Procedures.**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before COB Monday, 24 April 2017 via e-mail, courier mail or hand delivery to the address below:

**United Nations Development Programme**  
**UNDP Registry, UN House, Caicoli Street, P.O Box 558 Dili, Timor-Leste**  
**Attn. Ms. Claudio Providas, Country Director**  
**By e-mail: [bids.tp@undp.org](mailto:bids.tp@undp.org)**

Your Proposal must be expressed in the English language and valid for a minimum period of 90 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) 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.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

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

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.



Sincerely yours,

**Diana Lina Bernardo**  
Operations Manager

11 April 2017

### Description of Requirements

Context of the Requirement	Selection of a consulting firm to conduct Sustainable Land Use and Watershed Management Assessment and develop Standard Watershed and Land Use Plan & Procedures.
Implementing Partner of UNDP	Ministry of Agriculture and Fisheries and Ministry of Social and Solidarity
Brief Description of the Required Services <sup>1</sup>	Selection of a consulting firm to conduct Sustainable Land Use and Watershed Management Assessment and develop Standard Watershed and Land Use Plan & Procedures.
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> <li>1. Fact finding report based on a desk review of available climate resilient land use and agriculture information in the micro-watersheds along the Dili Ainaro corridor &amp; watershed interventions implemented by the NDFWM.</li> <li>2. Analyzed current and existing land-use practices within the targeted micro-watershed that threatens the sustainability of production systems.</li> <li>3. Developed standard procedures and processes such as the Guidelines SOP, s, Manuals).</li> <li>4. Sustainable land use methods, and its application to climate-induced disaster.</li> <li>5. Sustainable land-use interventions implementations.</li> <li>6. For the Check dams, infiltrations and dew ponds and methods its application to climate-induced disaster.</li> <li>7. Designed specific land use practices tailored for each micro-watershed based on their geo-ecological and agro-climatic zonation.</li> <li>8. Technical guidance on specific sustainable land use programs during the design of micro-watershed plans and advice on the implementation schedule of such programs.</li> <li>9. Advise the project on the specific sustainable land use and watershed activities interventions that can be implemented in addition to the identified programs.</li> <li>10. Developed monitoring and evaluation system of identified land use based interventions to be in cooperated into the project M&amp;E framework.</li> </ol>

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	11. Developed specific farmers and community's knowledge management products on the application of sustainable land use practices. 12. Identify the capacity needs and capacity strengthened of the NDFWM, NGOs, extension and communities to implement the identified sustainable land use programs and watershed management plans. 13. Micro-watershed sustainable land use profile for each targeted micro-watershed, duration and associated budget developed. 14. Presentation of the final micro-watershed sustainable land use profiles to all districts. 15. Final report based on the synthesis and analysis of the available and acquired information from the above deliverables.
Person to Supervise the Work/Performance of the Service Provider	Project Manager of the DARDC Project and Director of Forestry and Watershed Management (MAF).
Frequency of Reporting	The selected consultancy firm will deliver the expected outputs under the direction of the Project Manager of DARDC Project and the general guidance of the Director of Forestry and Watershed Management (MAF) and will submit a Final Land Use and Watershed Management Policy and Procedures as required – See attached TOR.
Progress Reporting Requirements	Required
Location of work	<input checked="" type="checkbox"/> DARDC Project Office, but the community engagement activities will be based in respective hamlets under the target micro-watersheds.
Expected duration of work	35 days (5 days home-based and 30 days in-country).
Target start date	April 2017 after contract signature
Latest completion date	End of June 2017
Travels Expected	Travel will be required to Aileu, Ainaro, Ermera and Manufahi municipalities in the project location.
Special Security Requirements	Not applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Not applicable
Implementation Schedule indicating breakdown and timing	<input checked="" type="checkbox"/> Required

of activities/sub-activities			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required: (CV/Resume of the proposed consultants must be submitted)		
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars		
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes		
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input checked="" type="checkbox"/> 90 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted		
Payment Terms <sup>3</sup>	Milestone	Days worked	Payment
	Inception report and preparation documents submitted	3 days	5% of contract value
	Submission of developed draft technical guidance during the design and the developed guidelines and manuals.	12 days	35% of contract value
	Submission final guideline, and manual of land use profile, implementation timeline, and budget developed and set of innovative low cost modules and TOT modules and final presentation.	18 days	40 % of contract value
	Approval of final report of watershed management guidelines, SOP, manual and	2 days	20% of contract value

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	land use profile, TOT Module on Technical theory and field based practical.		
	Total	35 days	100 % of contract value
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager of the DARDC Project and the general guidance of the Director of Forestry and Watershed Management (MAF).		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Contract.		
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.		
Criteria for the Assessment of Proposal	<b><u>Technical Proposal (70%)</u></b> <input checked="" type="checkbox"/> Expertise of the Firm 30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 7% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 330%  <b><u>Financial Proposal (30%)</u></b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.		
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>5</sup> <input checked="" type="checkbox"/> Detailed TOR <input checked="" type="checkbox"/> Evaluation Criteria		

<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>5</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<p>Contact Person for Inquiries (Written inquiries only)<sup>6</sup></p>	<p><i>UNDP Procurement Unit</i>  <i>Email: <a href="mailto:procurement.staff.tp@undp.org">procurement.staff.tp@undp.org</a></i></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>Other Information [p/s. specify]</p>	<p>Not available.</p>

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<sup>6</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 received.



## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)*

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

### A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:*

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

<sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



**C. Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide:*

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	<b>Total</b>	100%	

*\*This shall be the basis of the payment tranches*

**E. Cost Breakdown by Cost Component [This is only an Example]:**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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

## ***General Terms and Conditions 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 employee's officials, representatives and agents of any legal entity that it 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 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.



## **TERMS OF REFERENCE**

### **TO CONDUCT SUSTAINABLE LAND USE AND WATERSHED MANAGEMENT ASSESSMENT AND DEVELOP STANDARD WATERSHED AND LAND USE PLAN & PROCEDURES**

**A. Project Title:** *Strengthening community resilience to climate-induced disasters in the Dili-Ainaro Road Development Corridor, Timor-Leste*

#### ***B. Project Description***

The Dili-Ainaro Road Development Corridor project, is aimed at strengthening the resilience of communities living in the Dili-Ainaro Road Development Corridor to climate-induced disasters such as floods and landslides and to reduce the risk of damage to road infrastructure.

The Dili to Ainaro Road comprises a joint investment by the Government of Timor-Leste and the World Bank aiming to upgrade the road infrastructure linking Dili to the district capitals of Aileu and Ainaro. This road infrastructure and the communities living in the Dili-Ainaro Road Development Corridor (DARDC) are at risk to climate-induced natural disasters such as floods and landslides. Damage to road infrastructure is expensive to repair and restricts: i) economic development; ii) market access; iii) access to services such as education and health care; iv) evacuation during natural disasters; and v) provision of disaster relief. Furthermore, the risk of damage to road infrastructure is exacerbated because of ecosystem degradation resulting from existing land-use practices such as: i) timber logging; ii) slash-and-burn agriculture; iii) overharvesting of fuel wood; and iv) burning for hunting and fodder production.

The “Dili-Ainaro Project”, which is financed through the Least Developed Country Fund (LDCF) and implemented by the Ministry of Social Solidarity (MSS) with support from UNDP, seeks to address the expected increase in climate-induced natural disasters due to climate change and reduce the potential risks and damages to the Dili-Ainaro road infrastructure and the communities in the DARDC. The project aims to achieve this by strengthening capacities and providing investments for disaster risk management (DRM) measures using ecosystem-based approaches.

The project aims to address vulnerability to climate-induced disasters in the DARDC using a watershed ecosystem based approach. The project supported MAF’s National Directorate of

Forestry and watershed management to produce watershed hazard and risk maps that combined information from existing geographical, geological and land use maps with remote-sensing imagery using GIS-based technology. The watershed maps identified critical risk micro-watersheds that affected by landslide, floods, forest fire, drought and strong winds, which pose a risk to the Dili-Ainaro road and communities economic and livelihoods assets.

The risks micro-watershed maps will for a basis to which the watershed management plans and strategies will be developed. The micro-watershed maps details climate-induced disaster vulnerabilities of community livelihoods and the natural environment on which these livelihoods depend. The watershed maps will also build on the community vulnerability assessments to be developed under the project (Output 2.1) by adapting vulnerability assessments and Community Action Plans (CAPs) for application on a watershed level. The design of the micro-watershed plans and implementation will focus on sustainable land use, water and soil conservation. Hence, the need to design the watershed management plans and associated programs that enhances the resilience of forest, agriculture production and environmental sustainability to impact of climate-induced disaster risk along the Dili-Ainaro Road Development Corridor. The program interventions should apply climate resilient land use methods to improve current area of land left behind by slash and burn agriculture, unsustainable forest production and impact of disaster on the watershed. Hence, the community driven investments implemented at the micro-watershed level will results into improved changed land use that conducive to stabilize slopes, community's livelihood and infrastructure protected.

### **C. Scope of Work**

The project aims to address vulnerability to climate-induced disasters in the DARDC using watershed ecosystem based approach. The project supported MAF's National Directorate of Forestry and watershed management to produce watershed hazard and risk maps that combined information from existing geographical, geographical and land use maps with remote-sensing imagery using GIS-based technology. The watershed maps identified critical risk micro-watersheds that affected by landslide, floods, forest fire, drought and strong winds, which pose a risk to the Dili to Ainaro Road and communities economic and livelihood assets.

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will result into improved changed land use that conducive to stabilize slopes, community's livelihood and infrastructure protected.

The watershed management plan will focus on the information and data collected for 20 micro-watersheds concentrating on the key focus areas on social, economic and environmental component. The plans should focus only on identified micro-watershed that are very high and highly exposed to the risk of fire, landslide, forest fire, drought and strong wind which was produced using the GIS and remote sensing applications.

The plans and strategies will focus on using ecosystem approach to address the impact of disaster through programs that are conserving soil and water, while at the same time improving the livelihood of the communities and the road infrastructure investment. This will ensure that climate resilient community driven investments are implemented to reduce the impact of climate induced disaster losses.

The two national NGOs are required to gather develop the management plans using a participatory rural appraisal approach together the information and knowledge from the affected communities and to design strategies that are community driven. This will enhance the ownership and sustainability of the intervention to be implemented.

#### **D. Specific duties and responsibilities of the assignment**

- Develop procedure (guidelines, manuals) and processes for sustainable land use methods/plan and its application to climate-induced disaster impacts specific for the identified programs.
- Integrate approaches for sustainable land use measures into watershed management plan design and implementation.
- Analyze the current and existing land-use practices within the targeted micro-watershed (in collaboration with the NDFWM- MAF staff) that threaten the sustainability of production systems at house hold and landscape level.
- Based on the existing land use practices analysis result, design specific land use practices tailored for each micro-watershed based on their geo-ecological and agro-climatic zonation.
- Advise the project on the specific sustainable land use interventions that can be implemented in addition to the identified programs such as soil erosion and slope stability, climate-smart agriculture, reforestation and agroforestry.
- Develop and incorporate systems for monitoring and evaluation of the identified land use based and the watershed interventions into the project M&E framework.
- Develop a land use profile for each targeted micro-watershed and associated budget required to implement the prioritized sustainable land uses plans.
- Review existing procedures, Develop procedures such as guidelines and SOPs for reforestation and agroforestry methods and its application to climate-induced disaster impacts.
- Review existing procedures, Develop procedures such as guidelines and SOPs for check dams, infiltration wells and dew ponds methods and its application to climate-induced disaster impacts.

- Develop a detailed work plan for the implementation based on the developed intervention measures designs.
- Strengthen the capacity of technical staff, extension to be trained as trainers (ToT) to enhance the knowledge and skills of communities to implement climate resilient measures.
- Relevant trainings on the correct planting and maintenance procedures for agroforestry and reforestation.
- Relevant trainings on the design, management and maintenance procedures for check dams, infiltration wells and dew ponds.

### ***E. Expected Outputs and Deliverables***

The following are the expected outputs of the consultancy:

1. Fact finding report based on a desk review of available climate resilient land use and agriculture information in the micro-watersheds along the Dili Ainaro corridor & watershed interventions implemented by the NDFWM
2. Analysed current and existing land-use practices within the targeted micro-watershed that threatens the sustainability of production systems.
3. Developed standard procedures and processes such as the Guidelines SOP, s, Manuals)
  - a) Sustainable land use methods, and its application to climate-induced disaster
  - b) Sustainable land-use interventions implementations.
  - c) For the Check dams, infiltrations and dew ponds and methods its application to climate-induced disaster
4. Designed specific land use practices tailored for each micro-watershed based on their geo-ecological and agro-climatic zonation.
5. Technical guidance on specific sustainable land use programs during the design of micro-watershed plans and advice on the implementation schedule of such programs.
6. Advise the project on the specific sustainable land use and watershed activities interventions that can be implemented in addition to the identified programs.
7. Developed monitoring and evaluation system of identified land use based interventions to be in cooperated into the project M&E framework.
8. Developed specific farmers and community's knowledge management products on the application of sustainable land use practices.
9. Identify the capacity needs and capacity strengthened of the NDFWM, NGOs, extension and communities to implement the identified sustainable land use programs and watershed management plans.
10. Micro-watershed sustainable land use profile for each targeted micro-watershed, duration and associated budget developed.
11. Presentation of the final micro-watershed sustainable land use profiles to all districts.
12. Final report based on the synthesis and analysis of the available and acquired information from the above deliverables.



<b>Deliverables/ Outputs</b>	<b>Estimated Duration to Complete</b>	<b>Target Due Dates</b>	<b>Review and Approvals Required</b>
<p>Inception and fact finding report based on:</p> <p>a) Desk review of available climate resilient land use, agriculture and analyse existing land-use practices in the micro-watershed that threaten the sustainability of production systems.</p> <p>b) Based on watershed interventions implemented by NDFWM including manuals, SOP and Guidelines.</p>	3 Days Home-based	End of April 2017	<ul style="list-style-type: none"> <li>• DARDC Project Manager</li> <li>• SDR Unit Head</li> <li>• Director Forestry, MAF</li> </ul>
<p>c) Design sustainable land use and watershed management methods its application to climate-induced disaster tailored for micro-watershed geo-ecological and agro-climatic zones.</p> <p>d) Developed procedures and processes for reforestation and agroforestry, check dams, dew ponds and infiltration.</p>	5 Days In-country	Week 1 May 2017	<ul style="list-style-type: none"> <li>• DARDC Project Manager</li> <li>• SDR Unit Head</li> <li>• Director Forestry, MAF</li> </ul>
<p>e) Provide technical guidance during the design of land use and watershed management plans.</p> <p>f) Developed guidelines and manuals reforestation and agroforestry, check dams, dew ponds and infiltration.</p>	7 Days In-country	Week 2 May 2017	<ul style="list-style-type: none"> <li>• DARDC Project Manager</li> <li>• SDR Unit Head</li> <li>• Director Forestry, MAF</li> </ul>
<p>g) Micro-watershed sustainable land use profile with implementation timeline duration and budget developed.</p> <p>h) Developed set of innovative low cost modules for reforestation and agroforestry, check dams, infiltration and dew ponds for the target communities at micro-watershed level.</p>	7 days In-country	Week 3 May 2017	<ul style="list-style-type: none"> <li>• DARDC Project Manager</li> <li>• SDR Unit Head</li> <li>• Director Forestry, MAF</li> </ul>
<p>i) Guidelines and manuals on the implementation of sustainable land-use &amp; watershed and soils erosions interventions developed. Associated trainings provided.</p> <p>j) Capacity strengthened of the MAF watershed and reforestation department, NGOs, extension and communities to be trained as trainers (ToT). (Training theory and field based practical).</p>	10 days In-country	Week 4 May to week 1 June 2017	<ul style="list-style-type: none"> <li>• DARDC Project Manager</li> <li>• SDR Unit Head</li> <li>• Director Forestry, MAF</li> </ul>

k) Final Presentation of: <ul style="list-style-type: none"> <li>• Final micro-watershed sustainable land use profiles to watersheds stakeholders.</li> <li>• Final manuals, guidelines and SOPs to MAF and relevant stakeholder's stakeholders.</li> </ul>	1 day In-country	Week 3 June 2017	<ul style="list-style-type: none"> <li>• DARDC Project Manager</li> <li>• SDR Unit Head</li> <li>• Director Forestry, MAF</li> </ul>
l) Final Report Submission: <ul style="list-style-type: none"> <li>• Final report, Guidelines, SOPs, Plans.</li> <li>• Synthesis and analysis of the available and acquired information from the above deliverables.</li> </ul>	2 days Home-based	Week 4 June 2017	<ul style="list-style-type: none"> <li>• DARDC Project Manager</li> <li>• SDR Unit Head</li> <li>• Director Forestry, MAF</li> </ul>
Total Consultancy days	35 Days (within 5 days home-based and 30 days In-country)		

## **F. Institutional Arrangement**

The selected Consultancy Firm will work under the supervision of the Project Manager of the DARDC Project and the general guidance of the Project Director (Director NDMD/MSS) and the Director forestry and watershed management (MAF) and will update them weekly on the progress of the work and through the milestone reports identified in these terms of reference.

The selected consultancy firm will work closely with relevant directorates of the Ministry of Agriculture and Fisheries (MAF) and the Ministry of Social Solidarity (MSS) as well as relevant district and local entities and with stakeholders such as Communities, NGOs and CBOs. The DARDC project will provide office space for the time the consultancy firm will work in country and transport for any work-related travel to districts. The project will also fund workshops /meetings needed for the purposes of the consultancy.

## **G. Duration of the Work**

Duration of the assignment: 35 days (within the period of April 2017 to June 2017), including 5 days home-based and 30 days in-country (Timor-Leste).

## **H. Duty Station**

The successful consulting firm will perform the work for 5 days home-based and 30 days in country at UNDP Dili, Timor-Leste. The assignment also includes travel to districts (e.g. Aileu, Ainaro, Ermera and Manufahi).

## **I. Qualifications of the Successful Consultancy Firm**

### **Relevant experience qualification:**

- At least 10 years of progressive professional experience in developing community based watershed management plans using participatory rural appraisal approaches and sustainable

forestry, Erosion control, terracing measures with emphasis on the integration of land and water resources management at landscape level;

- b) Demonstrated and proven experience in community engagement and rural based research and sustainable reforestation, agroforestry, check dams, dew ponds and infiltration practices;
- c) Profound knowledge of natural resources management, disaster risk reduction, climate change adaptation and rural development activities within the micro-watersheds and designing soil and water conservation methods to address climate-induced disasters;
- d) Demonstrate experience in developing procedures, processes, guidelines, SOPs and manuals for reforestation and agroforestry, check dams, infiltration, terracing and dew ponds and rural-based surveys and data collection from communities and field based stakeholders especially in Timor-Leste;
- e) Track record of leading participatory rural land use planning and watershed management process.
- f) Practical expertise in developing procedures, processes, guidelines, SOPs, manuals and designing community based environmental management activities including watershed and agricultural land management,

**Key personnel proposed qualifications:**

**Task Manager:**

- a) Master degree in environmental studies, natural resources management, disaster risk management, rural sociology, rural development and related fields
- b) Proven 10 years' experience in developing procedures, processes, guidelines, SOPs, manuals and designing community integrated watershed management and agricultural land management using participatory rural appraisal methods;
- c) Demonstrated and proven experience in developing procedures, processes, guidelines, SOPs, manuals and community engagement and rural based research;
- d) Demonstrate an understanding of climate change adaptation and DRM, their impact to livelihoods, infrastructure and ecology.
- e) Familiarity with land-use and watershed management practices relating to forestry, agriculture and other rural livelihood activities.
- f) Knowledge of related environmental problems, sector policies, strategies and plans in the context of Timor-Leste.
- g) Strong demonstrated understanding of developing procedures, processes, guidelines, SOPs, manuals and designing community based environmental management activities including watershed and agricultural land management;
- g) Proven 10 experience in forging partnership and collaboration within the municipalities using rural participatory planning processes and using communities' inputs and suggestion into the process of developing the plans;
- h) Demonstrated experience in designing knowledge products for communities;
- i) Working knowledge of English, Portuguese, Tetum and/or Bahasa is advantageous.

**Senior Expert:**

- a) Doctoral degree in environmental studies, natural resources management, disaster risk management, rural sociology, rural development and related fields

- b) Proven 15 years' experience in developing procedures, processes, guidelines, SOPs, manuals and designing community integrated watershed management and agricultural land management using participatory rural appraisal methods;
- c) Proven developing procedures, processes, guidelines, SOPs, manuals and community engagement and rural based research;
- d) Understanding of climate change adaptation and DRM, their impact to livelihoods, infrastructure and ecology.
- e) Knowledge of related environmental problems, sector policies, strategies and plans in the context of Timor-Leste.
- h) Strong demonstrated understanding of developing procedures, processes, guidelines, SOPs, manuals and designing community based environmental management activities including watershed and agricultural land management;
- f) Proven 15 experience in forging partnership and collaboration within the municipalities using rural participatory planning processes and using communities' inputs and suggestion into the process of developing the plans;
- g) Experience in designing knowledge products for communities;
- h) Working knowledge of English, Portuguese, Tetum and/or Bahasa is advantageous.

#### **Junior Expert:**

- i) Bachelor degree in environmental studies, natural resources management, disaster risk management, rural sociology, rural development and related fields
- j) Demonstrated and proven experience in community engagement and rural based research;
- k) Demonstrate an understanding of climate change adaptation and DRM, their impact to livelihoods, infrastructure and ecology.
- l) Knowledge of related environmental problems, sector policies, strategies and plans in the context of Timor-Leste.
- m) Proven 5 experience in forging partnership and collaboration within the municipalities using rural participatory planning processes and using communities' inputs and suggestion into the process of developing the plans;
- n) Proven of leading participatory rural land use planning and watershed management process.
- o) Working knowledge of English, Portuguese, Tetum and/or Bahasa is advantageous.

#### **Language Requirements:**

- Excellent English and Tetum both writing and presentation skills.
- Knowledge of Portuguese, Bahasa is advantageous.

#### **The Service Provider must provide:**

- a) Names and qualifications of the key personnel that will perform the services, indicating Team Leader and supporting personnel, etc.;
- b) CVs and demonstrating qualifications must be submitted; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

## **J. Scope of Price Proposal and Schedule of Payments**

### **Lump Sum Contract**

Financial proposal must be expressed in the form of lump sum amount “all-inclusive”<sup>9</sup> fixed contract price, supported by a breakdown of costs as per the template provided.

Please refer to Annex II for the Financial Proposal Form.

### **Schedule of Payments**

Milestone	Days worked	Payment
Inception report and preparation documents submitted	3 days	10% of contract value
Submission prove technical guidance during the design and developed guidelines and manuals.	12 days	25% of contract value
submission final guideline, and manual of land use profile, implementation timeline, and budget developed and set of innovative low cost modules and TOT modules and final presentation.	18 days	35 % of contract value
Approval final report of watershed management guidelines, SOP, manual and land use profile, TOT Module on Technical theory and field based practical.	2 days	30% of contract value
Total	35 days	100 % of contract value

## **K. Recommended Presentation of Offer**

Please refer to Annex II for outline/structure of the proposal.

## **L. Approval**

**This TOR is approved by:**

Signature : \_\_\_\_\_

Name and Designation : \_\_\_\_\_

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<sup>9</sup> Same as above

## Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	300					
2.	Proposed Work Plan and Approach	7%	70					
3.	Personnel	33%	330					
	<b>Total</b>		<b>700</b>					

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtaina ble	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	At least 10 years of progressive professional experience in developing community based watershed management plans using participatory rural appraisal approaches and sustainable forestry, Erosion control, terracing measures with emphasis on the integration of land and water resources management at landscape level;	70					
1.2	Demonstrated and proven experience in community engagement and rural based research and sustainable reforestation, agroforestry, check dams, dew ponds and infiltration practices;	40					
1.3	Profound knowledge of natural resources management, disaster risk reduction, climate change adaptation and rural development activities within the micro-watersheds and designing soil and water conservation methods to address climate-induced disasters;	60					



1.4	Demonstrate experience in developing procedures, processes, guidelines, SOPs and manuals for reforestation and agroforestry, check dams, infiltration, terracing and dew ponds and rural-based surveys and data collection from communities and field based stakeholders especially in Timor-Leste;	40					
1.5	Track record of leading participatory rural land use planning and watershed management process.	40					
1.6	Practical expertise in developing procedures, processes, guidelines, SOPs, manuals and designing community based environmental management activities including watershed and agricultural land management,	50					
		<b>300</b>					

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Proposed Work Plan and Approach								
2.1	To what degree does the Offeror understand the task?	10						
2.2	Have the important aspects of the task been addressed in sufficient detail?	10						
2.3	Are the different components of the project adequately weighted relative to one another?	10						
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	10						
2.5	Is the conceptual framework adopted appropriate for the task?	10						
2.6	Is the scope of task well defined and does it correspond to the TOR?	10						
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	10						
		70						

Technical Proposal Evaluation Form 3			Points Obtainable		Company / Other Entity				
					A	B	C	D	E
3.1.	Task Manager		150						
		Sub-Score							

	Master degree in environmental studies, natural resources management, disaster risk management, rural sociology, rural development and related fields	25						
	Proven 10 years' experience in developing procedures, processes, guidelines, SOPs, manuals and designing community integrated watershed management and agricultural land management using participatory rural appraisal methods;	15						
	Demonstrated and proven experience in developing procedures, processes, guidelines, SOPs, manuals and community engagement and rural based research;	20						
	Demonstrate an understanding of climate change adaptation and DRM, their impact to livelihoods, infrastructure and ecology.	15						
	Familiarity with land-use and watershed management practices relating to forestry, agriculture and other rural livelihood activities.	15						
	Knowledge of related environmental problems, sector policies, strategies and plans in the context of Timor-Leste.	10						
	Strong demonstrated understanding of developing procedures, processes, guidelines, SOPs, manuals and designing community based environmental management activities including watershed and agricultural land management;	10						
	Proven 10 experience in forging partnership and collaboration within the municipalities using rural participatory planning processes and using communities' inputs and suggestion into the process of developing the plans;	15						
	Demonstrated experience in designing knowledge products for communities;	15						
	Working knowledge of English, Portuguese, Tetum and/or Bahasa is advantageous.	10						
		150						
3.2.	Senior Expert		110					

		Sub-Score						
	Doctoral degree in environmental studies, natural resources management, disaster risk management, rural sociology, rural development and related fields	20						
	Proven 15 years' experience in developing procedures, processes, guidelines, SOPs, manuals and designing community integrated watershed management and agricultural land management using participatory rural appraisal methods;	15						
	Proven developing procedures, processes, guidelines, SOPs, manuals and community engagement and rural based research;	20						
	Understanding of climate change adaptation and DRM, their impact to livelihoods, infrastructure and ecology.	10						
	Knowledge of related environmental problems, sector policies, strategies and plans in the context of Timor-Leste.	7						
	Strong demonstrated understanding of developing procedures, processes, guidelines, SOPs, manuals and designing community based environmental management activities including watershed and agricultural land management;	13						
	Proven 15 experience in forging partnership and collaboration within the municipalities using rural participatory planning processes and using communities' inputs and suggestion into the process of developing the plans;	10						
	Experience in designing knowledge products for communities;	10						
	Working knowledge of English, Portuguese, Tetum and/or Bahasa is advantageous.	5						
		<b>110</b>						

3.3.	Junior Expert		70					
		Sub-Score						
	Bachelor degree in environmental studies, natural resources management, disaster risk management, rural sociology, rural development and related fields	10						
	Demonstrated and proven experience in community engagement and rural based research;	10						
	Demonstrate an understanding of climate change adaptation and DRM, their impact to livelihoods, infrastructure and ecology.	10						
	Knowledge of related environmental problems, sector policies, strategies and plans in the context of Timor-Leste.	10						
	Proven 5 experience in forging partnership and collaboration within the municipalities using rural participatory planning processes and using communities' inputs and suggestion into the process of developing the plans;	10						
	Proven of leading participatory rural land use planning and watershed management process.	10						
	Working knowledge of English, Portuguese, Tetum and/or Bahasa is advantageous.	10						
		70						
	<b>Total Part 3</b>		330					