



**National Human Rights Commission's Strategic
Plan Support Project (SPSP)**
(First Date of publication 20 April 2018)



Empowered lives.
Resilient nations.

REQUEST FOR PROPOSAL (RFP)
(For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: 25 April 2018
	REFERENCE: SPSP/RFP/2018/001

Dear Sir / Madam:

We kindly request you to submit your Proposal for – **"Baseline Survey on the Human Rights Situation of Persons with Mental Disability"**

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

Proposals may be submitted on or before **Sunday 06 May 2018, 17:00 hrs**, (Nepal time) and via courier to the address below:

**National Human Rights Commission's
Strategic Plan Support Project (SPSP)**

Harihar Bhawan

Pulchowk

977-01-5520491

Your Proposal must be expressed in the English, 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 SPSP/NHRC after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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 SPSP/NHRC 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 SPSP/NHRC, 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 SPSP/NHRC'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 SPSP/NHRC after it has received the Proposal. At the time of Award of Contract or Purchase Order, SPSP/NHRC 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 SPSP/NHRC, herein attached as Annex 3.

Please be advised that SPSP/NHRC 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.

SPSP/NHRC'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.

SPSP/NHRC encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to SPSP/NHRC 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.

SPSP/NHRC implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against SPSP/NHRC, as well as third parties involved in SPSP/NHRC activities.

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Aariti Bista

Component Manager

4/25/2018



Description of Requirements

Context of the Requirement	<p>Activities of the SPSP Project are aligned with the Strategic Plan of the NHRC for 2015 – 2020, and specific measures for implementation of the Strategic Plan in order to ensure highest commitment from the NHRC and also the government/Ministry of Finance (MoF) to participate and facilitate the implementation of the project with the ultimate goal of ensuring the continued sustainability of the Project activities through financial autonomy of the NHRC.</p> <p>UNDP has been closely working with the NHRC since 2002 implementing the multi-donor funded Capacity Development of the National Human Rights Commission Project, which supported the Commission to fulfil its mandate related to protection, promotion and respect of the human rights. This intervention assisted in building the capacity of the NHRC to monitor the compliance of Nepal government with international instruments on human rights, to which Nepal is a signatory party. However, the progress has been limited and gaps are still present, in particular related to financial autonomy and internal management organization of the NHRC. Currently, SPSP will focus on:</p> <ul style="list-style-type: none"> • The NHRC strengthened its capacity to report to UN treaty bodies and under the UPR with an analysis grounded in its monitoring activities, • Establish the NHRC as the prime go-to body for new local and provincial entities through regular interaction and outreach, • Ensure the rights of poor and vulnerable persons (including PWDs) and communities are effectively promoted and human rights becomes mainstreamed into key stakeholders' education curricula, and • Ensure the NHRC becomes a more effective and better networked institution at national and international level, including the development of institutionalized cooperation with the other constitutional commissions with tasks concerning human rights, non-discrimination and equality.
Implementing Partner of SPSP/NHRC	National Human Rights Commission's Strategic Plan Support Project (SPSP)
Brief Description of the Required Services ¹	The primary objective of the survey is to establish baseline indicators on human rights situation of mentally disabled and affected persons particularly as the project seeks to promote and protect human rights of such people and advocate to design specific activities to mitigate the identified gaps in the service delivery by concerned authorities. It also develop a concrete baseline document on mental health as Nepal became the 86th country to ratify the Convention on the Rights of Persons with

¹ A detailed TOR's 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.

	<p>Disabilities (CRPD), 2006 in 2008 and the 53rd country to ratify the Optional Protocol on December 2009 while the CRPD is the first international, legally-binding international instrument meant to protect the rights of people with disabilities. The survey will also ensure that achievements, progress, gaps and challenges are measured and reported effectively and accurately. More specifically, this survey is aiming to:</p> <ul style="list-style-type: none"> • Assess human rights situation of mentally disabled people to set a baseline for promoting and protecting human rights situation of such people in Nepal, • Examine and identify the current gaps, health care seeking and service utilization patterns, disability status and impact of mental disorders including assessing mental health care facilities, resources and states for planning and strengthening of mental health services from human rights perspective, and • Form a baseline and identify indicators against which to measure project's impact.
List and Description of Expected Outputs to be Delivered	<p>The main output of this assignment is to produce a final baseline report on the Status of Mental Health and Human Rights in Nepal. The key deliverables of the assignment are as follow:</p> <p>1.1. Inception report: Refined survey design and methodology, sample size, sampling procedures and survey questionnaires, thematic issues for FGDs, work plan detailing activities and steps to be taken. The Service Provider shall deliver an inception report with a clear survey design and methodology, work-plan including survey questionnaires, thematic issues for FGDs to accomplish the task within two weeks upon signing the contract.</p> <p>1.2. Draft report: A draft report on baseline on the status of mental health and human rights in Nepal presented data preparing the 'Dummy output table" and interpreted and analyzed the information. The service provider shall complete the survey and submit the draft report before/within one month and half months upon signing the contract.</p> <p>1.3. Validation meeting and presentation: A consultation meeting with all relevant stakeholders and the NHRC shall be conducted no later than one week before the draft report is finalized.</p> <p>1.4. Final report: A finalized and edited version of the report of the baseline perception survey presented data as per the 'Dummy output table" and interpreted and analyzed the information. The service provider shall submit the final report within two months upon signing the contract.</p>
Person to Supervise the	Component Manager II

Work/Performance of the Service Provider	
Frequency of Reporting	Weekly reports on the progress of the assignment
Progress Reporting Requirements	Service provider will provide a weekly status report, outlining the work completed to date and any impediments to the progress of the assignment.
Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	Two months
Target start date	25 May 2018
Latest completion date	25 July 2018
Travels Expected	N/A
Special Security Requirements (Not applicable)	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others [pls. specify]
Facilities to be Provided by SPSP/NHRC (i.e., must be excluded from Price Proposal) (Not applicable)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others [pls. specify]
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes

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

Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, SPSP/NHRC 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 <input type="checkbox"/> Permitted																	
Payment Terms ³	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Upon submission of inception report</td> <td>20%</td> <td>20 May 2018</td> <td rowspan="3"> Within thirty (30) days from the date of meeting the following conditions: a) SPSP/NHRC's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td>Upon submission of the draft report as per ToR.</td> <td>50%</td> <td>30 June 2018</td> </tr> <tr> <td>Upon submission of final report and its acceptance by SPSP/NHRC</td> <td>30 %</td> <td>14 July 2018</td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	Upon submission of inception report	20%	20 May 2018	Within thirty (30) days from the date of meeting the following conditions: a) SPSP/NHRC's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Upon submission of the draft report as per ToR.	50%	30 June 2018	Upon submission of final report and its acceptance by SPSP/NHRC	30 %	14 July 2018			
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Upon submission of final report and its acceptance by SPSP/NHRC	30 %	14 July 2018																
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	National Program Director (NPD) of SPSP Project and UNDP Program Focal person																	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ⁴ <input type="checkbox"/> Other Type of Contract																	

³ ROLHR/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, ROLHR/UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to ROLHR/UNDP, in the same amount as the payment advanced by ROLHR/UNDP to the Service Provider.

⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <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 SPSP/NHRC 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	<p><u>Technical Proposal (1000%)</u></p> <p><input checked="" type="checkbox"/> Expertise of Firm / Organisation submitting Proposal (Form 1) 30%</p> <p><input checked="" type="checkbox"/> Proposed Work Plan and Approach (Form 2) 40%</p> <p><input checked="" type="checkbox"/> Personnel (Form 3) 20%</p> <p><input checked="" type="checkbox"/> Working experience with UN/UNDP in conducting survey (Form 3) 10%</p> <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by SPSP/NHRC.</p> <p>The financial proposal will be opened only for submissions that passed the minimum technical score of 70% (700 points) of the obtainable score of 1000 points in the evaluation of the technical proposals.</p>
SPSP/NHRC will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)⁶ <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others ⁷ <i>[pls. specify]</i>

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ 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.

⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<p>Contact Person for Inquiries (Written inquiries only)⁸</p>	<p><i>Arjun Bishwakarma</i> <i>Project Coordinator</i> <i>Fax: 977-01-5520491, email: arjun.bishokarma@nhrcnepal.org</i></p> <p>Any delay in SPSP/NHRC's response shall be not used as a reason for extending the deadline for submission, unless SPSP/NHRC determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <p>Written inquiries must be submitted on or before 5:00pm Nepal Standard Time on 02 May 2018. SPSP/NHRC shall response of inquiries by 03 May 2018, 12:00 hrs</p> <ul style="list-style-type: none"> • <u>Inquiries received after the above date and time shall not be entertained.</u>
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⁸ This contact person and address is officially designated by ROLHR/UNDP. If inquiries are sent to other person/s or address/es, even if they are ROLHR/UNDP staff, ROLHR/UNDP shall have no obligation to respond nor can ROLHR/UNDP confirm that the query was received.

Other Information [pls. specify]	<p>The Financial Proposal and the Technical Proposal Envelopes <u>MUST BE COMPLETELY SEPARATE</u> and <u>each of them must be submitted sealed individually</u> and clearly marked on the outside as either <u>“TECHNICAL PROPOSAL”</u> or <u>“FINANCIAL PROPOSAL”</u>, as appropriate. Each envelope MUST clearly indicate the name of the Proposer.</p> <p>The outer envelope shall be addressed to:</p> <p>Component Manager, SPSP/NHRC Strategy Plan Support Project (SPSP) Pulchowk Lalitpur, Nepal</p> <p>Marked with: SPSP/RFP/2018/001"Baseline Survey on the Human Rights Situation of Persons with Mental Disability"</p>
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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)*

[insert: Location].

[insert: Date]

To: SPSP Focal Person

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

The Service Provider must fulfil the following eligibility criteria:

1. Must be legally constituted and registered under the laws of Nepal;
2. Must have at least 5 years of experience in the related field;
3. Must have sufficient technical expertise, human resources and infrastructure as specified in the TOR;
4. Must have proven experience in data collection and perception surveys, and track-record of working with the government/ UN agencies, civil society and communities;

B. Proposed Methodology for the Completion of Services

The proposed study will use both qualitative and quantitative approaches to study which consists of structured population-based sample survey and focus group discussion on thematic issues. The Company shall purpose survey design, sample size, survey coverage districts and methodology preparing specific indicators in the study areas that would sufficiently be abundant to reflect the objectives of the survey.

4.1 Study sites

The proposed baseline survey will be conducted in dividing the country population into two strata; rural and urban. The survey company shall submit the logical coverage districts of Nepal to test and validate the survey results.

4.2 Household Survey: sample size and sampling procedures

The household survey will be the key data collection component for this study. Using uniformity methods, the company/firm shall purpose a sample size in stratified 2-stage

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

including sub-regions to gather information? Indicators in the study areas needs to be developed by the Company in the proposal.

4.2.1 Focus Group Discussions (FGDs)

Focus group discussions will be conducted on thematic areas and issues developed by the survey conducting company and approved by UNDP/NHRC-SPSP. A total of 10 FGDs shall be carried out on based on determined/approved thematic issues.

The FGD will be conducted among;

1. NHRIs, Human rights defenders and clinical psychiatrists
2. Local law enforcement and service providing agencies
3. Local governments
4. National and Local NGOs
5. Family of mentally disabled people and people who suffered mental illness in the past

4.2.1 Sample size, sampling procedures and survey questionnaires

The institution/NGO shall propose the survey design, questions, the sample size and sampling procedures in their proposal which should apply getting prior approval from UNDP/NHRC-SPSP. A sample should cover at least seven provinces including Terai, hill and mountain geographical coverage to estimate population percentage of the country within 5% error margin with 95% confidence coefficient.

4.2.2 Developing questionnaire and Methodology for Survey

The institution/NGO/frim shall develop the questionnaire, thematic issues for FGDs and methodology of survey based on the procedure and guideline /thematic issues. Such procedure and guideline /thematic issues should be submitted to the project and get approved in close consultation

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

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price <i>(Lump Sum, All Inclusive)</i>
1	Upon submission of inception report	20%	

2	Upon submission of the draft report as per ToR.	50%	
3	Upon submission of final report and its acceptance by SPSP/NHRC	30 %	
	Total	100%	

This shall be the basis of the payment tranches

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

Cost Breakdown by Cost Component:

Description of Activity	No. of Personnel	Rate	No. of days	Total
I. Personnel Services				
1. Team Leader -1,	1 person			
2. Human Rights Expert -1,	1 person			
3. Clinical psychiatrist-1,	1 person			
4. Statistic Expert – 1,	1 person			
5. Field Supervisor – 2,	2 person			
6. Data collector (Research assistant) 14	14 person			
II. Out of Pocket Expenses				
DSA (including Travel, Accommodation, Food and Communication Cost) (if applicable)				
2. Stationery/Materials Cost				
3. Other costs e.g. FGD, consultation, logistic etc.)				
Subtotal (I + II)				
VAT 13% (if applicable)				
Grand total				
Grand total (In words)				

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

** The number of days employed will be determined by the applicant (Service Provider).*

Number of some personnel to deliver the services has been set by SPSP/NHRC as indicated on the table above.

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

[Designation]

[Contact number/Mobile]

[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 Strengthening the Rule of Law and Human Rights (SPSP/NHRC) Protection System in Nepal Program. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of SPSP/NHRC or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

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

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 SPSP/NHRC.

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 SPSP/NHRC for all sub-contractors. The approval of SPSP/NHRC 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 SPSP/NHRC 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, SPSP/NHRC, 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 SPSP/NHRC as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the SPSP/NHRC;
 - 8.4.3** Provide that the SPSP/NHRC 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 SPSP/NHRC 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 SPSP/NHRC 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 SPSP/NHRC shall rest with SPSP/NHRC and any such equipment shall be returned to SPSP/NHRC at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to

SPSP/NHRC, 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 SPSP/NHRC 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 SPSP/NHRC 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 SPSP/NHRC 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 SPSP/NHRC.
- 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 SPSP/NHRC does not and shall not claim any ownership interest thereto, and the Contractor grants to the SPSP/NHRC 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 SPSP/NHRC; 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 SPSP/NHRC 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 SPSP/NHRC, shall be made available for use or inspection by the SPSP/NHRC at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to SPSP/NHRC authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF SPSP/NHRC OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with SPSP/NHRC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of SPSP/NHRC or THE United Nations, or any abbreviation of the name of SPSP/NHRC 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 or 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 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 SPSP/NHRC, 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 SPSP/NHRC sufficient prior notice of a request for the disclosure of Information in order to allow the SPSP/NHRC 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 SPSP/NHRC 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 SPSP/NHRC, 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 SPSP/NHRC 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 SPSP/NHRC 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 SPSP/NHRC 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 SPSP/NHRC 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** SPSP/NHRC reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case SPSP/NHRC 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 SPSP/NHRC under this Article, no payment shall be due from SPSP/NHRC 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 SPSP/NHRC 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 SPSP/NHRC 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 SPSP/NHRC to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes SPSP/NHRC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the SPSP/NHRC before the payment thereof and the SPSP/NHRC 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 SPSP/NHRC 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 SPSP/NHRC to terminate this Contract immediately upon notice to the Contractor, at no cost to SPSP/NHRC.

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 SPSP/NHRC to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of SPSP/NHRC.

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

SPSP/NHRC 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 SPSP/NHRC 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 SPSP/NHRC, only the SPSP/NHRC Authorized Official possesses the authority to agree on behalf of SPSP/NHRC 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 SPSP/NHRC unless provided by an amendment to this Contract signed by the Contractor and jointly by the SPSP/NHRC Authorized Official.



National Human Rights Commission's Strategic Plan Support Project (SPSP)



Empowered lives.
Resilient nations.

Terms of Reference (TOR)

to
Conduct the

**Baseline Survey on the Human Rights Situation of Persons with
Mental Disability**

April 2018

Title of services:

Baseline Survey on the Status of Mental Health and Human Rights in Nepal

1. PROGRAMME BACKGROUND

'National Human Rights Commission's Strategic Plan Support Project (SPSP) aims to further strengthen the core capacity of the National Human Rights Commission (NHRC) over three years (2018-2020) to deliver on the overall vision in its 2015-2020 Strategic Plan to create a human rights culture in Nepal, where discrimination and human rights violations are not only illegal, but also unacceptable in everyday life, summed up in the motto: *"Human Rights in Every Household a base of Peace and Development"*.

The prime focus of the SPSP supports to the NHRC is on:

- Capacity-building on monitoring, investigations and reporting
- Establish the NHRC as the prime go-to body for new local and provincial entities through regular interaction and outreach
- Ensure the rights of poor and vulnerable persons and communities are effectively promoted and human rights become mainstreamed into key stakeholders' education curricula
- Ensure the NHRC becomes a more effective and better networked institution (at national, sub-national and international level) including the development of institutionalized cooperation with the other commissions with tasks concerning human rights, non-discrimination and equality

With these interventions the power and force of the NHRC will be significantly developed, which in the longer run will influence the behavior of the Government, civil servants, armed forces, civil society and international community.

The SPSP (2016-2017) also supported the NHRC to create a more functional and diverse organisation and a yearly in-house training programme as a first step that supported to ensure that the commission can work in accordance with the main human rights principles equality and non-discrimination, inclusion and participation and transparency and accountability. The 3-year extension of the original SPSP project for the period of January 2018 to December 2020 will ensure that the capacity of the NHRC is strengthened in strategically prioritized areas of interventions identified under the NHRC's Strategic Plan 2015 to 2020, including the NHRC's core functions in investigation and monitoring, enforcement of recommendations, partnerships with other commissions and reviews of laws in line with the new constitution and civil society organizations (CSOs). In strengthening the NHRC's capacity the project's efforts will concentrate on the achievement of demonstrable results. More importantly, the Project and the NHRC will continuously liaise with the Government of Nepal/Ministry of Finance (MoF) in order to ensure full political and financial backing of the NHRC as the principal Human Rights Institution in Nepal in line with international standards such as the Paris Principles of NHRIs.

1.2 Programme Goals

The SPSP aims to build on the outcomes of its predecessor. Similarly, it also aims to build on the work to further strengthen a sustainable core capacity of the NHRC to protect and promote human rights over the next three critical years (2018-2020) and its strategic objectives are reflected in the project

interventions. The goal of the project is to enable the people of Nepal, especially people from minorities, women and disadvantaged groups, to increasingly enjoy their human rights, protected by rule of law. Proposed interventions and expected results were designed in line with its Strategic Plan (2015-2020) Furthermore, it has incorporated priorities made by senior NHRC staff and Project Evaluation report of SPSP 2017.

1.3 Programme Objectives

In brief, the project expects to strengthen the NHRC's ability to effectively protect and promote human rights. It also focuses on the short-term change in increasing the knowledge and skill within the NHRC to strengthen human rights monitoring, investigation and reporting to strengthen human rights promotion in the new federal context, ensure the rights of deprived, marginalized and backward communities are promoted, key stakeholders incorporate human rights into their day-to-day work and the NHRC itself is better networked, known and respected by the public. With these interventions the power and force of the NHRC will be significantly developed, which in the longer run will influence the behavior of the Government, civil servants, armed forces, civil society and international community. The outcome theory of change is that if the NHRC is supported to develop its organizational and professional capacities to protect and promote human rights at the local, provincial and federal level in the early phase of the country's new federal structure, then the NHRC will simultaneously have increased its capacities to oversee and report on Nepal's compliance with its treaty obligations, the fundamental rights enshrined in the 2015 Constitution and the human rights of vulnerable and marginalized communities will be better promoted and protected.

2. RATIONALE

Activities of the SPSP Project are aligned with the Strategic Plan of the NHRC for 2015 – 2020, and specific measures for implementation of the Strategic Plan in order to ensure highest commitment from the NHRC and also the government/Ministry of Finance (MoF) to participate and facilitate the implementation of the project with the ultimate goal of ensuring the continued sustainability of the Project activities through financial autonomy of the NHRC.

UNDP has been closely working with the NHRC since 2002 implementing the multi-donor funded Capacity Development of the National Human Rights Commission Project, which supported the Commission to fulfil its mandate related to protection, promotion and respect of the human rights. This intervention assisted in building the capacity of the NHRC to monitor the compliance of Nepal government with international instruments on human rights, to which Nepal is a signatory party. However, the progress has been limited and gaps are still present, in particular related to financial autonomy and internal management organization of the NHRC. Currently, SPSP will focus on:

- The NHRC strengthened its capacity to report to UN treaty bodies and under the UPR with an analysis grounded in its monitoring activities,
- Establish the NHRC as the prime go-to body for new local and provincial entities through regular interaction and outreach,
- Ensure the rights of poor and vulnerable persons (including PWDs) and communities are effectively promoted and human rights becomes mainstreamed into key stakeholders' education curricula, and
- Ensure the NHRC becomes a more effective and better networked institution at national and international level, including the development of institutionalized cooperation with the other

constitutional commissions with tasks concerning human rights, non-discrimination and equality.

The Constitution of Nepal 2015 has recognized right to health as a fundamental right of citizens. Mental health is important to lead the dignity of life as a person needs to be physically, mentally and socially healthy to enjoy rights like right to development, right to employment and right to life and these rights are correlated with the basic fundamental rights including right to life, freedom, equality and dignity. The Constitution of Nepal 2015, part 3 (Fundamental Rights and Duties), article 35 related to right to health clearly states that every citizen shall have the right to free basic health care from the State, and no one shall be deprived of emergency health services. Nepal Health Sector Strategy (2014-2020 annex 1) has ensured providing OPD and emergency service on mental health. The NHRC in cooperation with civil society organizations has been advocating for result oriented implementation of the policy to protect and promote implementation of National Health Policy (1991). Even though the Ministry of Health is a legal body to implement the policy, the NHRC as the prime human rights body included in its strategic plan (2015-2020) and strategic action plan (3.3.1) the rights of people with mental disabilities as a priority issue.

Since the NHRC has put in high consideration for promoting and protecting human rights of mentally disabled people, NHRC has included it in its Strategic Plan 2015-20 as priority. As such, NHRC's SPSP plans working closely in promoting and protecting human rights of mentally and psychologically disabled people reaching out at the grassroots level through awareness and advocacy targeting service provider, duty bearers, civils society organizers and victims focusing on monitoring, outreach, and on the promotion of rights for people with mental disabilities, which recorded the voice of voice people to enjoy their dignified life.

The SPSP will undertake a baseline survey on the **Human Rights Situation of Persons with Mental Disability** which is the subject of this TOR. The survey will be used as the basis for NHRC's SPSP/NHRC programme intervention strategy to improve recommend Government of Nepal for sustainable intervention for the promotion and protection of human rights situation of mentally disabled persons. Furthermore, it draws to set a baseline on the issues of mental health and human rights for a formulation of separate policy and set a baseline on situation of mentally disabled persons in Nepal so that the service providers can design specific activities to mitigate the identified gaps in. The survey also provides basis for measuring progress of indicators obtained from similar surveys at the end of programme intervention.

3. OBJECTIVE OF SURVEY

The primary objective of the survey is to establish baseline indicators on human rights situation of mentally disabled and affected persons particularly as the project seeks to promote and protect human rights of such people and advocate to design specific activities to mitigate the identified gaps in the service delivery by concerned authorities. It also develop a concrete baseline document on mental health as Nepal became the 86th country to ratify the Convention on the Rights of Persons with Disabilities (CRPD), 2006 in 2008 and the 53rd country to ratify the Optional Protocol on December 2009 while the CRPD is the first international, legally-binding international instrument meant to protect the rights of people with disabilities. The survey will also ensure that achievements, progress, gaps and challenges are measured and reported effectively and accurately. More specifically, this survey is aiming to:

- Assess human rights situation of mentally disabled people to set a baseline for promoting and protecting human rights situation of such people in Nepal,
- Examine and identify the current gaps, health care seeking and service utilization patterns, disability status and impact of mental disorders including assessing mental health care facilities, resources and states for planning and strengthening of mental health services from human rights perspective, and
- Form a baseline and identify indicators against which to measure project's impact.

4. SURVEY DESIGN AND METHODOLOGY

The proposed study will use both qualitative and quantitative approaches to study which consists of structured population-based sample survey and focus group discussion on thematic issues. The Company shall purpose survey design, sample size, survey coverage districts and methodology preparing specific indicators in the study areas that would sufficiently be abundant to reflect the objectives of the survey.

4.1 Study sites

The proposed baseline survey will be conducted in dividing the country population into two strata; rural and urban. The survey company shall submit the logical coverage districts of Nepal to test and validate the survey results.

4.2 Household Survey: sample size and sampling procedures

The household survey will be the key data collection component for this study. Using uniformity methods, the company/firm shall purpose a sample size in stratified 2-stage including sub-regions to gather information. Indicators in the study areas needs to be developed by the Company in the proposal.

4.2.1 Focus Group Discussions (FGDs)

Focus group discussions will be conducted on thematic areas and issues developed by the survey conducting company and approved by UNDP/NHRC-SPSP. A total of 10 FGDs shall be carried out on based on determined/approved thematic issues.

The FGD will be conducted among;

2. NHRIs, Human rights defenders and clinical psychiatrists
3. Local law enforcement and service providing agencies
4. Local governments
5. National and Local NGOs
6. Family of mentally disabled people and people who suffered mental illness in the past

4.2.1 Sample size, sampling procedures and survey questionnaires

The institution/NGO shall propose the survey design, questions, the sample size and sampling procedures in their proposal which should apply getting prior approval from UNDP/NHRC-SPSP. A sample should cover at least seven provinces including Terai, hill and mountain geographical coverage to estimate population percentage of the country within 5% error margin with 95% confidence coefficient.

4.2.2 Developing questionnaire and Methodology for Survey

The institution/NGO/frim shall develop the questionnaire, thematic issues for FGDs and methodology of survey based on the procedure and guideline /thematic issues. Such procedure and guideline /thematic issues should be submitted to the project and get approved in close consultation with SPSP/UNDP. A draft questionnaire and methodology for survey should be proposed in the proposal.

The main output of this assignment is to produce a final baseline report on the Status of Mental Health and Human Rights in Nepal. The key deliverables of the assignment are as follow:

- 6.1. Inception report:** Refined survey design and methodology, sample size, sampling procedures and survey questionnaires, thematic issues for FGDs, work plan detailing activities and steps to be taken. The Service Provider shall deliver an inception report with a clear survey design and methodology, work-plan including survey questionnaires, thematic issues for FGDs to accomplish the task within two weeks upon signing the contract.
- 6.2. Draft report:** A draft report on baseline on the status of mental health and human rights in Nepal presented data preparing the 'Dummy output table" and interpreted and analyzed the information. The service provider shall complete the survey and submit the draft report before/within one month and half months upon signing the contract.
- 6.3. Validation meeting and presentation:** A consultation meeting with all relevant stakeholders and the NHRC shall be conducted no later than one week before the draft report is finalized.
- 6.4. Final report:** A finalized and edited version of the report of the baseline perception survey presented data as per the 'Dummy output table" and interpreted and analyzed the information. The service provider shall submit the final report within two months upon signing the contract.

6. EXPERTISE

The consultancy agency/service provider should have a study team comprising of a multidisciplinary group of experts for this assignment:

7. Team Leader -1,
8. Human Rights Expert -1,
9. Clinical psychiatrist-1,
10. Statistic Expert – 1,
11. Field Supervisor – 2,
12. Data collector (Research assistant) 14

- 1) **Team Leader:** The team leader must hold advanced degree (at least Master's or equivalent) in statistics or related fields from a recognized university with more over 7 years of professional experience in survey design and conducting research, baseline along with designing sampling frame including survey indicators development, sample size, sampling technique and tools for varied and integrated set of indicators. Previous working experience in the human rights, and mental health field would be advantageous. The Team leader shall be a team player with strong inter-personal coordination skills. S/he shall be responsible for the overall design of the study framework and ultimate delivery of the outputs in stipulated time frame. S/he shall develop necessary TOR for its members to accomplish the assignment.
- 2) **Human Rights Expert:** The expert shall have Master's degree in Human Rights or Law with over 5 years of working experiences in the areas of human rights, law, and access to justice. Experience in the area of PWD in particular mental health will be an asset.
- 3) **Clinical psychiatrist:** The psychiatrist shall have Master's Degree in Clinical psychology or Medial Science or Public Health with over 5 years of working experiences in the areas of mental health. Experience in treatment of patient with psycho-mental disability and human rights will be advantageous.
- 4) **Statistics Expert:** The expert shall have Master's or equivalent in statistics or related fields from a recognized university with over 5 years of working experiences in survey design specifically on designing sampling frame including sample size, sampling technique and tools for varied and integrated set of indicators. S/he should have proven experience in handling large data sets and doing quantitative analysis.
- 5) **Field Supervisor:** The Field Supervisor shall have at least Bachelor's Degree in social science or public health with having at least five years of experience working in the field of research and survey.
- 6) **Data Collectors (research assistants):** The data collectors shall have at least Bachelor's or equivalent preferably in social science.

7. ELIGIBILITY CRITERIA/REQUIREMENTS

- Interested institutions/NGOs (Service Provider) must be legally constituted and registered under the laws of Nepal.
- The Service Provider must have sufficient technical expertise, human resources and infrastructure as specified in the TOR.
- The Service Provider must have registered in VAT.
- The Service Provider must submit the relevant work experiences in the past in a similar kind of assignment including the following documents:
 - a) Profile of the organization describing the nature of business, field of expertise, licenses, certifications, accreditations,
 - b) Business Licenses: Registration Papers, Tax Payment Certification,
 - c) Latest Two Years Audited Financial Statement report: income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation,

- 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,
- 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.

In addition, the Service Provider also include:

- a. Names and qualifications of the key personnel that will perform the services, indicating who is Team Leader, Human Rights Expert, Clinical psychiatrist, Statistics Expert, Field Supervisor and Research Assistants,
- 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 if required by the RFP.

8. DURATION AND PERIOD OF SURVEY

The duration for the survey will be two months starting from 25 May 2018 to 25 July 2018.

9. GUIDANCE

The necessary administrative/operational guidance will be provided to implementing institution by UNDP/ NHRC's SPSP.

10. PAYMENT

UNDP/NHRC's SPSP shall effect payments to the Contractor after acceptance by UNDP/NHRC's SPSP of the invoices submitted by the contractor, upon achievement of the corresponding milestones. 20% of the agreed amount will be paid upon the signing of the contract to start the programme.

11. EVALUATION CRITERIA

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The financial offers of the proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

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

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be compared. The contractor will be awarded to the Contractor offering the lowest price.

Technical 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	40%	400					
3.	Personnel	20%	200					
4.	Working experience with UN/UNDP in conducting survey	10%	100					
Total			1000					

12.AWARD CRITERIA, AWARD OF CONTRACT

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offer or any obligation to inform the affected Offer or Offer of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offer whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concern.

