



## REQUEST FOR PROPOSAL (RFP)

National Open Bidding	DATE: 09 <sup>th</sup> February, 2022
	REFERENCE: RFP-020-IND-2022

Dear Sir / Madam:

We kindly request to submit your proposal to work closely with the local administration and the Community for **‘Supporting in implementation of Infrastructure for Climate Resilience Growth (ICRG) project in Ajmer and Udaipur district of Rajasthan’**.

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

- Annexure 1 – Description of Requirements
- Annexure 2 – Terms of Reference
- Annexure 3 – Form for submitting service provider’s Technical proposal
- Annexure 4 – Form for submitting service provider’s Financial proposal
- Annexure 5 – General Terms and Conditions of the Contract

Proposals may be submitted on or before the deadline indicated by UNDP in the e-tendering system. Proposals must be submitted in the online e-tendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using:

**Username:** event. guest

**Password:** why2change

And follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in English language, and valid for a minimum period of 03 months or Ninety Days (90) days.

You are kindly requested to indicate whether your company /organization intends to submit a Proposal by clicking on **“Accept Invitation”**.

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files.

The Financial Proposal and the Technical Proposal files **MUST BE COMPLETELY SEPARATE** and uploaded separately in the system and clearly named as either **“TECHNICAL PROPOSAL”** or **“FINANCIAL**

PROPOSAL”, as appropriate. Each document shall include the Proposer’s name and address. The file with the “FINANCIAL PROPOSAL” must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

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 did not award 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.

Yours sincerely,

Arun Arumughan  
Procurement Unit

**Description of Requirements**

Context of the Requirement	<p>UNDP is implementing extended phase of Infrastructure for Climate Resilient Program (ICRG) in Six states: Chhattisgarh, Odisha ,Bihar, Rajasthan ,Madhya Pradesh and Uttar Pradesh . ICRG is a technical assistance program of FCDO (Foreign Commonwealth and Development Office), UK with Ministry of Rural Development, Government of India. The ICRG project is primarily aimed at integrating climate concerns into the MGNREGS activities – piloting them at grass root level and building capacity of various stakeholders in the planning/ implementing value chain.</p> <p>ICRG programme aims to improve climate resilience of vulnerable people especially women and girls and support rural economic growth. The intended outcome of the programme is improved resilience and productivity of the infrastructure built under MGNREGS.</p> <p>The ICRG Extended Phase that has started from March 2020 supports the state government and district administrations in continuing and scaling up the proven interventions of ICRG phase I. To continue the mandates of ICRG programme, UNDP intends to engage implementing partners in ICRG districts in Rajasthan to support the programme in enhancing resilience of vulnerable households through climate responsive interventions. Activities planned during the extended phase have been designed to scale up the success and lessons from the interventions of ICRG Phase- I, with an increased focus on convergence with other rural development programs for enhancing the livelihood and income generating opportunities for vulnerable population thus increasing their overall resilience.</p>
Implementing Partner of UNDP	Direct implementation by UNDP
Brief Description of the Required Services	<p>Overall objective of this assignment is to provide technical support for implementation of ICRG project activities at Village and Block levels in following two districts of Rajasthan.</p> <p>A) Jawaja Block in Ajmer district</p> <p>B) Mavali Block in Udaipur District</p> <p>Assignment includes range of activities at local level such as baseline study, vulnerability assessment, design and implementation of climate resilient livelihood models, demonstration of convergence models and capacity building of government officials, non-government stakeholders and community. Selected service provider is expected to provide data, information and field level support from above mentioned blocks for implementation and monitoring of ICRG programme in the State. Detailed scope of work and deliverables are provided in the ToR.</p>
List and Description of Expected Outputs to be Delivered	The outputs expected from the Service Provider during the contract period are mentioned below:

	<ul style="list-style-type: none"> <li>• Inception Report covering staff details, work plan with clear set of information of the project area, strategies to deliver the actions highlighted in the ToR etc.</li> <li>• Participatory Vulnerability and risk assessment (PVRA) and Baseline assessment of social, economic and environmental parameters for the 2 target GPs in each Block, finalized in consultation with Government &amp; ICRG team</li> <li>• Piloting Climate Smart Village at least five villages in a district including developing 10 climate smart livelihood models (CSLMs) in each in each district, Installation of Automated Weather Station in targeted GPs</li> <li>• Building the capacity of MGNREGS functionaries, PRI members, Line department and PRI leaders, SHG Members, Climate Community manager in a district on design and integration of Climate Resilient MGNREGS works.</li> <li>• Monthly, quarterly, half yearly and annual progress reports, case study documentation, impact stories, photos etc. prepared and submitted on regular basis.</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	State Project Manager, ICRG, UNDP
Frequency of Reporting	As per deliverables
Progress Reporting Requirements	Electronic Reports
Location of work	Ajmer and Udaipur
Expected duration of work	12 Months
Target start date	1 <sup>st</sup> March 2022
Latest completion date	28 <sup>th</sup> February 2023
Travels Expected	As per requirement of ToR
Special Security Requirements	<input checked="" type="checkbox"/> Others [Not Applicable]
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Others [Not Applicable]
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Indian Rupees (INR)
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<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	Percentage	Payment terms
	20%	Submission of Inception Report within one month of issue of contract
	30%	Upon submission of first progress report at the end of 4 <sup>th</sup> months of issue of contract with deliverables mentioned in the ToR with specified timeline.
	20%	Upon submission of second report at the end of 7 <sup>th</sup> months with completion of 60 percent deliverables.
	30%	Upon submission of final report on completion of all agreed deliverables
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	State Team Leader/State Project Manager , ICRG, UNDP and National Project Manager, ICRG,UNDP	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services	
Criteria for Contract Award	<input checked="" type="checkbox"/> Compliance on Preliminary Examination of Proposals <input checked="" type="checkbox"/> Compliance on Essential Eligibility/Qualification requirements <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution). Minimum score to pass in technical evaluation is 70%. <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion 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 Preliminary Examination of Proposals	1. Technical proposal is submitted separately from Financial Proposal 2. Financial proposal must be password protected <b>Further do not disclose your price anywhere on the e-tendering portal otherwise your proposal will get disqualified</b> 3. Latest Certificate of Registration of Business submitted 4. Is the Offeror, or any of its joint venture member, included in UN Security Council 1267 List and List of Suspended and Removed Vendors	
Criteria for Essential Eligibility/Qualification	1. A minimum of 7 years of proven experience in working on Watershed/Environment Protection/climate change, social protection, climate smart agriculture and livelihoods issues in Rajasthan 2. The Service Provider should have completed/ on-going at least two programs on Watershed/NRM/Agriculture during the last 5 years at State/District level 3. Team leader should have master's degree in Social work/Rural Development/Sociology or Agriculture and at least 5 years' experience of working on NRM/livelihood/social protection issues.	

	<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. If bidders do not meet any of the above listed criteria, their proposals <b>will not</b> be considered for further evaluation.</li> <li>2. Bidders meeting above listed criteria are required to submit evidence (details / documents) in support – otherwise proposal may be disqualified.</li> </ol>
Criteria for the Assessment of Proposal	<p><b>Technical Proposal (70%)</b></p> <ul style="list-style-type: none"> <li>☑ Expertise and experience of the organization in undertaking similar assignments related to MGNREGS, and working with vulnerable groups and promotion of community-based livelihood (20 marks)</li> <li>☑ Understanding on the ToR, Methodology on Zone/ District specific interventions based on climate change vulnerability/disaster profile of the district/blocks, its appropriateness to the Condition and Timeliness of the Implementation Plan (30 marks)</li> <li>☑ Qualification and experience of the key team members for undertaking programs related to capacity building, NRM and Livelihood promotion (20 marks)</li> </ul> <p><b>Financial Proposal (30%)</b></p> <p>To be computed as a ratio of the proposal's offer to the lowest price among the proposals received by UNDP</p>
UNDP will award the contract to:	<ul style="list-style-type: none"> <li>☑ One and only one Service Provider per district</li> </ul> <p><b>Note:</b> In case, Service Provider proposes to work in both districts, separate technical and financial proposals should be submitted with different teams for both the districts. The Project Coordinator can be same.</p>
Deadline of Bid Submission	<p>Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone).</p> <p><b>PLEASE NOTE: -</b></p> <ol style="list-style-type: none"> <li>1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</li> <li>2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</li> </ol>

Pre-Bid Conference	<p>A pre-bid Conference will be held virtually on <b>17<sup>th</sup> February, 2022 at 16:00 hrs.</b> This will be a virtual “Zoom” meeting with only one participant from each of the participating Service Provider. Name, designation and contact details of participating individuals should be shared along with their query(s), if any, to procurement unit – <a href="mailto:ranjan.sinha@undp.org">ranjan.sinha@undp.org</a> latest by <b>16<sup>th</sup> February, 2022.</b></p> <p>Minutes of the meeting will be disseminated on the UNDP procurement website. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to RFP.</p>
Conditions and Procedures for electronic submission and opening, if allowed	<p><input checked="" type="checkbox"/> One file, containing Technical proposal (including CVs, registration certificate and all supporting documents).</p> <p><input checked="" type="checkbox"/> One file, containing Financial Proposal (password encrypted). Password <u>must</u> not be provided to UNDP until it is formally requested by UNDP focal point</p> <p>Note: We prefer submitting pdf version of files. If one file is too bulky, may split into 4-5 files.</p>
Contact Person for Inquiries (Written inquiries only)	<p>Ranjan Sinha, Procurement Unit Email: <a href="mailto:ranjan.sinha@undp.org">ranjan.sinha@undp.org</a></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>
Who can apply	<p>Proposals are invited from the institutions/organizations only. Proposal submitted by Individuals will not be accepted.</p>

**Terms of Reference****Subject****1. Background & Context:**

UNDP is implementing the extended phase of Infrastructure for Climate Resilient Program (ICRG) in six states: Chhattisgarh, Odisha, Bihar, MP, UP and Rajasthan. ICRG is a technical assistance program of DFID, UK with Ministry of Rural Development, Government of India, aimed at integrating climate concerns into the MGNREGS activities – piloting them at grass root level and building capacity of various stakeholders in the planning/ implementing value chain. The first phase of the ICRG programme (2016-2020) has had many successes like enhancing technical know-how among Block and District level MGNREGA PIAs and developing detail project reports for technically sound planning of NRM works considering climate change perspective and science. It also aims to enhance the capacities of vulnerable groups for addressing climate change risk through Mahatma Gandhi NREGA, the largest employment guarantee program of the world to provide safety net to poor HHs of rural area by providing them 100 days unskilled employment and creating durable assets

To continue the mandates of ICRG programme, UNDP intends to engage implementing partners in across ICRG districts to support the programme enhancing resilience of vulnerable households through climate responsive interventions. The activities planned during the extended phase, have been designed to scale up the success and lessons from the interventions of ICRG Phase I, with an increased focus on convergence with other rural development programs for enhancing the livelihood and income generating opportunities of vulnerable population – increasing their overall resilience.

**2. Scope of Work**

This Request for Proposal is to provide technical support for implementation of ICRG programme activities in Jawaja block of Ajmer district and Mavali block of Udaipur district in Rajasthan.

Following activities are expected to be carried out by the Service Provider in identified blocks:

**i). Submission of Inception report :**

- Develop activity workplan in consultation with block/district administration and State ICRG team.
- Orientation of ICRG Project to block and district administration
- Deployment of ICRG project team in respective block

**ii). Organizing base line and PVRA Study:**

- Conduct the base line assessment/study in identified two GPs of each Block on social, environment and economic parameter
- Conduct household level Participatory Vulnerability and Risk Assessment (PVRA) and undertake mapping of vulnerability at household level in context of climate change in identified two GPs in each block.

**iii).Piloting Climate Smart Village:**

- Piloting Climate Smart Village at least five villages in a district
- Develop at least **10 (5 in each GP) climate smart livelihood models** (CSLMs) and support their implementation.
- Provide support in scaling up of **CRISP – M** Tool (Climate Resilience Informed System and Planning) in respective district
- Installation of 2 Automated Weather Stations in each ICRG block.



#### iv). Capacity Building Program:

- Organize workshops and provide hands on training to MGNREGS's administrative and technical staff at district / GP levels, line departments, PRI leaders, (approx.850 trainees in each ICRG district) on climate resilient planning and design of MGNREGS works.
- Identify Climate Community Managers from the village communities and train them on climate informed planning and climate adaptation strategies for their livelihood enhancement.
- Organize trainings and workshops to build capacity of SHGs members ( approx. 100 SHG members in a district) on climate change and livelihood enhancement

#### v). Convergence and linkages with Schemes /Departments :

- Work closely with GPs, community and relevant Government agencies to **priorities, design and develop at least 20 Detailed Project Report (10 per block) of high MGNREGS works in context of climate change** and subsequently integrate those in Annual Work Plan and Labour Budget of the Block.
- Facilitate interaction between key departments/ agencies at GP level to facilitate design of at least **5 Convergence plan** in each district. Support scaling up of such models in identified GPs.
- Actively engage (through meetings and workshops) with block, district and state level administration, other stakeholders (CSOs, SHGs, community groups, media etc.) to showcase model GPs for further replication of integrated DPRs and departmental plans, convergence models and climate smart livelihoods models in other GPs across the state.
- Facilitate institutional linkages with RAJEEVIKA, TAD, MAGRA Development Service Provider etc. to demonstrate and institutionalize CSLMs and convergence models developed as part of the project.
- Disseminate knowledge about existing development schemes and programmes that can be accessed by the rural community. Ensure that at least 100 families in each GP are able to access State and National government Schemes.

#### vi). Reporting and Documentation :

- Prepare high quality documents and reports to showcase project activities and success stories. Disseminate those to relevant stakeholders, as and when needed.
- Provide data/ information to support implementation as well as monitoring, evaluation and reporting of ICRG programme activities.

### 3. Approval and Acceptance

The Service Provider shall report to the State Project Manager, UNDP, ICRG programme for administrative and programme purpose. UNDP shall be consulted and apprised for each activity and each deliverable should be submitted for approval by UNDP and government stakeholders (as and when required) Project activities will be monitored jointly by block/district administration and ICRG team on regular basis.

### 4. Schedule of Deliverables

An inception report providing details of the identified GPs in each block along-with detailed work plan comprising of specific activities, deliverables and related timeline, methodology, key stakeholders to be involved and details of staff to be engaged should be submitted within two weeks of issuance of contract by the UNDP. This should be discussed and agreed with the UNDP before start of the work. All the deliverables will be submitted to the UNDP as per agreed timeline.

## 5. Key Deliverables, Time Frame and Payment Terms

Deliverable	Timeline	Payment schedule
Orientation of ICRG project mandate to Block and district administration and	1 <sup>st</sup> week	
Preparation of detailed action plan with time line	2 <sup>nd</sup> Week	
Consultation with ICRG team and block administration and approval from them	3 <sup>rd</sup> Week	
Deployment of team members and orientation of team members on ICRG project	4 <sup>th</sup> week	
<b>Submission of Inception Report</b>	<b>By 31<sup>st</sup> March, 2022</b>	<b>20%</b>
Conducting Base line of targeted GPs and submission of report	April -May	
Conducting Participatory Vulnerability and risk assessment of Targeted GPs and submission of report	May-June	
<b>1<sup>st</sup> Progress Report</b>	<b>By 30<sup>th</sup> June 2022</b>	<b>30%</b>
<ul style="list-style-type: none"> <li>• Identification of 05 Villages for piloting Climate Smart Village</li> <li>• Seeding concept of Climate Smart Villages</li> <li>• Installation of Automated Weather Station in each GPs,</li> <li>• Identify the Climate Community Managers and train them</li> <li>• Providing support to scaling up the CRISP (M) Tool</li> </ul>	July -Aug.	
<ul style="list-style-type: none"> <li>• Sensitization and orientation workshop on Impact of Climate change and strategy for adaptation and mitigation for PRI members , SHG Members , Line Departments</li> <li>• Technical Training on Climate changes and future projection for MGNREGS technical staff</li> <li>• Training on Climate Smart Models/plan</li> </ul>	September	
<b>2<sup>nd</sup> Progress Report submission</b>	<b>By 30<sup>th</sup> Sept.</b>	<b>20%</b>
At least 20 high priority DPR of MGNREGS works (10 per block) identified, planned and designed in context of climate change	October	
Design/ development of 5 convergence models in each district	November	
Facilitate to linkages with Development Oriented Schemes/Department like TAD, MAGRA and line departments	December	
Support in disseminating the Social Protection Government Schemes and make ensure to access at least 100 beneficiaries in a district.	January 2023	
Design/development of 10 (5 in each GP) climate smart livelihood models (CSLMs)	February 2023	
<b>Submission of final report with 100% deliverables</b>	<b>By 28<sup>th</sup> February, 2023</b>	<b>30%</b>

## 6. Data/Information Collection

**The data provided by Service Provider during this assignment shall be verified by an external Service Provider hired by UNDP.**

**FORM FOR SUBMITTING SERVICE PROVIDER'S  
TECHNICAL PROPOSAL**

**(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>1</sup>)**

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[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) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- e) 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.

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<sup>1</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

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 key personnel and who are supporting, etc.
- b) CVs demonstrating qualifications must be submitted; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

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

**FORM FOR SUBMITTING SERVICE PROVIDER'S  
FINANCIAL PROPOSAL**

**A. Cost Breakdown per Deliverable\***

	<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (INR) (Lump Sum, All Inclusive)</b>
1	<b>Inception report</b> with detailed action plan with timeline, operational area, details of staff engaged under the assignment, strategies for the assignment, minutes of the meetings held with district administration etc.	20%	
2	<b>2<sup>nd</sup> Report</b> comprising of training details of SHG, PRIs, administrative and technical staff, GP plans and their approval, prioritization of MGNREGS works, Innovation Strategy Document, Livelihoods Plan, case studies etc.	30%	
3	<b>3<sup>rd</sup> Report-</b> Convergence strategy and models, resources leveraged, scaling up of ICRG phase I interventions, trainings reports, institutional partnership, case studies etc.	20%	
4	<b>Final report</b> – project completion report with key achievements, learning, impact, impactful case studies, videos etc.	30%	
	<b>Total</b>	<b>100%</b>	<b>INR.....</b>

\*This shall be the basis of the payment tranches

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

<b>Description of Activity</b>	<b>Remunerati on per Unit of Time (in INR)</b>	<b>Total Period of Engageme nt (in days)</b>	<b>No. of Personn el</b>	<b>Total Amount (INR)</b>
<b>I. Personnel Services*</b>				
1. Project Coordinator				
2. Block Team leader (Social protection)				
3. NRM Expert (Engineer Civil/Agri.)				
4. Agriculture and Livelihoods Expert				
5. Social/ Community Mobilizers				
<b>II. Other related expenses</b>				

1. Training/Workshops/Consultations**				
2. Local Travel				
3. Communications				
4. Automated Weather Stations				
4. Others, if any				
<b>Total</b>				<b>INR.....</b> ....

\* Structure of the team is to be proposed by Proposer in accordance to their understanding of the ToR.

\*\* Training and Workshop costs should include cost of venue, tea/coffee, lunch and workshop stationery, etc. for approx. 30 participants

[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 employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a

need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

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

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

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

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

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

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

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

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

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is

engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) day's 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.