

REQUEST FOR PROPOSAL (RFP)

National Open Bidding	DATE: 9 th July 2014
	REFERENCE: RFP/UNDP/INDIA/2014/027

Dear Sir / Madam:

We kindly request you to submit your Proposal for **“Socio-economic and ecological impact study of GEF-UNDP-Government of Nagaland project “Sustainable Land and Ecosystem Management in Shifting Cultivation Areas of Nagaland for Ecological and Livelihood Security”**

Please be guided by the forms attached hereto as Annexures 1 & 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

Your proposal comprising of Technical Proposal and Financial Proposal, **in separate sealed envelopes**, should reach on or before **30th July 2014** at the address below:

United Nations Development Programme
55, Lodi Estate, New Delhi – 110 003
Attn: Mr. Sandeep Sharma
Fax: 91-11-24627612

If the technical and financial proposals are not submitted in separate sealed envelopes, the proposal will be rejected.

Please also provide technical proposal and its annexures (scanned copies in **ONE PDF FILE) in a CD/DVD; the CD/DVD can be kept in the envelope containing hard copy of technical proposal. PLEASE NOTE THAT CD/DVD should **not** contain Financial Proposal.**

Your Proposal must be expressed in English language and remain valid for a minimum period of one hundred and twenty (120) days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall **not** be considered for evaluation.

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

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

In case of any discrepancy between the unit price and the total price the **unit price** shall prevail, and the **total price** shall be re-computed and corrected by UNDP. 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 Provider's preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Yours sincerely,

Alka Aneja
Procurement Analyst
UNDP India

Description of Requirements

Context of the Requirement	The GEF-UNDP-Government of Nagaland project “Sustainable Land and Ecosystem Management in Shifting Cultivation Areas of Nagaland for Ecological and livelihood Security” is being implemented in three districts - Mon, Mokukchung and Wokha. The communities in these districts are largely dependent on shifting cultivation for their livelihood. The project aims to develop, demonstrate and upscale sustainable land management practices for the conservation of jhum lands in Nagaland through an ecosystem approach. The socio-economic benefits are gradually emerging with improved productivity of land leading to increased income, especially among the women who sell their farm produce in the local markets. There are observed changes in the soil fertility in some of the project areas as well. In light of the changes in ecological and livelihood security, UNDP India wishes to hire consultants/ qualified expert agencies to carry out a socio-economic and ecological impact study of the project.
Implementing Partner of UNDP	Soil and Water Conservation Department, Government of Nagaland.
Brief Description of the Required Services	Expert Agency for socio-economic and ecological impact study of GEF-UNDP-Government of Nagaland project “Sustainable Land and Ecosystem Management in Shifting Cultivation Areas of Nagaland for Ecological and livelihood Security”
List and Description of Expected Outputs to be Delivered	<p>➤ A comprehensive report which will analyze and document the various socio-economic and ecological changes that the GEF-UNDP-Govt. of Nagaland project has achieved and will include the below critical points:</p> <ul style="list-style-type: none"> • Assess and quantify any measurable improvement in fallow management and jhum practices in the project area. • Assess any change in land productivity and soil erosion rates in the three project districts before and after the project interventions. • Determine any change in the quality, quantity and variety of the agri-horticultural produce in the three project districts due to the project interventions. • Understand and identify the progress made against all the project interventions such as participatory land use planning, integrated farm development etc. • Assess any improvement in the livelihoods of local populations, with particular emphasis on women (as a result of SHG formation, introduction of credit facilities, construction of marketing sheds etc.) as a direct or indirect result of the project intervention. • Determine the impact of the project on vulnerable and marginalised sections of the community, on gender and on traditional institutional structure, if any; • Document best practices from the project area in the socio, economic and ecological fields, including gender, or any other areas,

	<p>if any.</p> <ul style="list-style-type: none"> • Interview different stakeholder groups such as older farmers, women, village council members etc. to understand and document their perceptions about change in land productivity, quality of agriculture produce, income and livelihood related topics etc. • Prepare a strategy for the learnings of the project to be mainstreamed and included into existing relevant legal and policy documents. <p>➤ Meeting and workshop to present the findings of the study to relevant stakeholders such as CBOs, relevant practitioners, relevant Agriculture and Allied department officials etc.</p> <p><u>Deliverables and Timelines:</u></p> <p>Please refer to the ToRs</p>
Person to Supervise the Work/Performance of the Service Provider	Assistant Country Director and Programme Analyst, Energy & Environment Unit, UNDP and National Project Director of the Sustainable Land and Ecosystem Management (SLEM) Project, Govt. of Nagaland
Frequency of Reporting	The frequency will be determined based on the finalized Work Plan.
Progress Reporting Requirements	The consultants will work under the overall direction and guidance of the Assistant Country Director, Environment and Energy Unit of UNDP-India and the National Project Director of the SLEM Project, Nagaland. The consultants will work in close coordination with the Project Management Team in Nagaland and the concerned Programme Analyst in UNDP Delhi.
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	90 days.
Target start date	August 2014
Latest completion date	October 2014
Travels Expected	<p>- The consultant/s will travel to the three project districts – Mon, Mokukchung and Wokha and to the PMU in Kohima. The team is expected to be in the project districts for at least one month (30 days).</p> <p>- The team will share their findings with policymakers and other relevant stakeholders such as CBOs, relevant practitioners and officials of the local Agriculture and Allied departments (the list of invitees will be prepared in consultation with UNDP) in Kohima</p>
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
Implementation Schedule	<input checked="" type="checkbox"/> Required

indicating breakdown and timing of activities/sub-activities													
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"/> 120 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 bidder shall then confirm the extension in writing, without any modification whatsoever on the submitted Proposal.												
Partial Quotes	<input checked="" type="checkbox"/> Not Permitted												
Payment Terms	<p>Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider</p> <table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> </tr> </thead> <tbody> <tr> <td>On submission of methodology and workplan for completion of the assignment including table of contents of the review report.</td> <td>20</td> <td>Within 10 days</td> </tr> <tr> <td>After submission and approval of draft review report and presentation to major stakeholders.</td> <td>40</td> <td>Within 10 weeks</td> </tr> <tr> <td>After submission and approval of the final report by UNDP and the stakeholder workshop to share the final findings of the report.</td> <td>40</td> <td>Within 13 weeks.</td> </tr> </tbody> </table>	Outputs	Percentage	Timing	On submission of methodology and workplan for completion of the assignment including table of contents of the review report.	20	Within 10 days	After submission and approval of draft review report and presentation to major stakeholders.	40	Within 10 weeks	After submission and approval of the final report by UNDP and the stakeholder workshop to share the final findings of the report.	40	Within 13 weeks.
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After submission and approval of the final report by UNDP and the stakeholder workshop to share the final findings of the report.	40	Within 13 weeks.											
Person(s) to review/inspect/ approve outputs/completed services and authorize the	Assistant Country director, Energy & Environment Unit, UNDP, Programme Analyst , UNDP and National Project Director of the												

disbursement of payment	Sustainable Land & Ecosystem Management (SLEM) Project, Govt. of Nagaland
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Institution 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) <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	<ol style="list-style-type: none"> 1. Bid was received on or before the date and time specified 2. Bid is properly sealed / un-tampered 3. Bid bears the (i) name of the submitting entity and (ii) title of the Contract outside the envelope 4. Written confirmation for validity of bid for 120 days 5. Technical Offer separately sealed from Financial Offer 6. Company Profile (not more than 15 pages) 7. Technical Bid/Proposal Form duly accomplished (i.e. no standard contents deleted, no reservations added) 8. Bid is strictly for the full scope of requirements (i.e. partial offer is not allowed) 9. Details of Personnel to be engaged in the Contract Submitted 10. Implementation Timetable submitted 11. There are no erasures, interlineations, additions, not initialed 12. There are no exceptional conditions stated that are unacceptable to UNDP 13. Latest Certificate of Registration of Business submitted 14. Latest Audited Financial Statements submitted 15. Is the Offeror, or any of its joint venture member, included in UN Security Council 1267 List 16. Is the Offeror, or any of its joint venture member, included in the List of Suspended and Removed Vendors 17. Is the performance of the offeror, any of its Joint Venture Member, or any of the proposed key personnel was found satisfactory in previous assignments with UNDP
Criteria for Essential Eligibility/Qualification	<ul style="list-style-type: none"> • Minimum six (6) years of experience in working in social development, natural resource management related fields; • Credible experience of carrying out minimum of 2 similar socio-economic and ecological impact studies. • Previous experience of conducting similar studies for UN, World Bank, IUCN etc. will be an advantage; • Team leader must have a master's degree (preferably PhD) in the field of natural resources or social sciences with minimum of 8 years of work experience in related fields. • The other team members must have a master's degree in natural resources, social sciences or related fields and at least 5 years of relevant work experience.

	<ul style="list-style-type: none"> At least one member of the team should have a legal and policy related academic background. <p>Note:</p> <p>1. If bidders do not meet any of the above listed criteria, their proposal may not be considered for further evaluation.</p> <p>2. Bidders meeting above listed criteria are required to submit evidences (details / documents) in support – otherwise proposal may be disqualified.</p>
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u> As per table below</p> <p><u>Financial Proposal (30%)</u> 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:	<input checked="" type="checkbox"/> To one service provider only.
Contact Person for Inquiries (Written inquiries only)	<p>Sandeep Sharma Procurement Unit sandeep.sharma@undp.org</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>
Other Information	<p>Outer envelope should bear RFP reference number and sender's name and address</p> <p>Proposals are invited from the institutions/organizations only. Proposal submitted by Individuals will not be accepted.</p>

Technical Proposal:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Personnel/Team qualification [200 marks]	20%	200
2.	Expertise of the firm submitting the proposal [200 marks]	20%	200
3.	Methodology, its Appropriateness to the Condition and Timeliness of the Implementation Plan [300 marks]	30%	300
Total			700

Personnel/Team qualification [200 marks]		
1.1	Team Leader General Qualification- Max. 20 marks Suitability for the Project- Max. 30 marks	50
1.3	Qualification & Experience of other team members (50 x 3) or equally distributed as per the team size General Qualification- 40 % Suitability for the Project- 60 %	150
Total		200
Expertise of the firm submitting the proposal [200marks]		
2.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
2.2	General Organizational Capability in Natural Resources/ Social Science Sectors which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - age/size of the firm - strength of project management support - project financing capacity & management controls 	50
2.3	Relevance of Experience of conducting impact studies	100
Total		200
Proposed Methodology, Approach and Implementation Plan		
3.1	To what degree does the Proposer understand the task?	50
3.2	Have the important aspects of the task been addressed in sufficient detail?	50
3.3	Are the different components of the project adequately weighted relative to one another?	50
3.4	Applicability of the proposed approach and timeline for undertaking the assignment	100
3.5	Significance of the proposed outline of the socio-economic and ecological study and strategy for inclusion of the project learnings into existing relevant legal and policy framework and documents	50
Total		300

Terms of Reference

“For socio-economic and ecological impact study of GEF-UNDP-Government of Nagaland project “Sustainable Land and Ecosystem Management in Shifting Cultivation Areas of Nagaland for Ecological and livelihood Security”

Background

The North Eastern Region (NER) of India is a region endowed with great species diversity and endemism in terms of flora and fauna. It is one of the recognized biodiversity hot spot regions. Nagaland is one of the states of the NER and its isolated geographic location and varied climatic conditions have contributed to the State's unique ecosystems. The state's agro biodiversity is among the most diverse in the region. Shifting cultivation, locally referred to as 'jhum' is the main form of agriculture, and is most suitable for the agro-climate conditions and steep terrain. However, in recent years, shortened jhum cycle has been observed with insufficient time to restore soil fertility, yields from jhum field have declined over time, and families that were earlier self-sufficient in food grains are unable to produce enough for even a few months of the year. The reduced time for soil regeneration is accelerating the rate of soil erosion and resulting in disruption of the hydrology of the area. The major challenge for Nagaland is how to adapt this land use and production system to rising populations and changing lifestyles, while also maintaining its ecological stability.

The GEF-UNDP-Government of Nagaland project “Sustainable Land and Ecosystem Management in Shifting Cultivation Areas of Nagaland for Ecological and livelihood Security” is being implemented in three districts - Mon, Mokukchung and Wokha. The communities in these districts are largely dependent on shifting cultivation for their livelihood. The project aims to develop, demonstrate and upscale sustainable land management practices for the conservation of jhum lands in Nagaland through an ecosystem approach.

The project addresses land degradation in the project areas through participatory planning, awareness creation, institution building and strengthening, integrated farm development, etc., for sustainable land and ecosystem management. The socio-economic benefits are gradually emerging with improved productivity of land leading to increased income, especially among the women who sell their farm produce in the local markets. There are observed changes in the soil fertility in some of the project areas as well. In light of these agricultural and livelihood changes, UNDP India wishes to hire consultants/qualified expert agencies to carry out a socio-economic and ecological impact study of the project.

Scope of the Study:

- Assess and quantify any measurable improvement in fallow management and jhum practices in the project area.
- Assess any change in land productivity and soil erosion rates in the three project districts before and after the project interventions.
- Determine any change in the quality, quantity and variety of the agri-horticultural produce in the three project districts due to the project interventions.
- Understand and identify the progress made against all the project interventions such as participatory land use planning, integrated farm development etc.

- Assess any improvement in the livelihoods of local populations, with particular emphasis on women (as a result of SHG formation, introduction of credit facilities, construction of marketing sheds etc.) as a direct or indirect result of the project intervention.
- Determine the impact of the project on vulnerable and marginalised sections of the community, on gender and on traditional institutional structure, if any.
- Document best practices from the project area in the socio, economic and ecological fields, including gender, or any other areas, if any.
- Interview different stakeholder groups such as older farmers, women, village council members etc. to understand and document their perceptions about change in land productivity, quality of agriculture produce, income and livelihood related topics etc.
- Prepare a strategy for the learnings of the project to be mainstreamed and included into existing relevant legal and policy documents.

Tasks and responsibilities:

- Review various documents, reports and other publications or survey documents prepared in connection to the project. This also includes the soil sampling study report of the project sites in the three districts.
- Conduct detailed consultations with the staff of the concerned line departments and the head of the traditional/institutional organisations that are involved in the implementation of the project
- Obtain baseline information on all parameters (socio-economic and ecological) by consulting documents, reports, line departments and stakeholders.
- Assess the improvement and progress (both in quantifiable and qualitative terms) made against each of these parameters as a result of the project interventions.
- Conduct random stratified household surveys in all three project districts to assess the socio-economic and ecological impacts of the project interventions.
- Carry out detailed interviews and consultations with stakeholders in the three project districts to understand the various interventions of the projects, particularly, on soil health, land productivity, agri-horticultural produce, and livelihood of local communities. Additionally, the ramifications of the project interventions on the status of women in the Naga society should also be explored.
- Design a road-map and strategy for inclusion of the project learnings into existing relevant legal and policy framework and documents.

Reporting Requirements

The consultants will work under the overall direction and guidance of the Assistant Country Director, Environment and Energy Unit of UNDP-India and the National Project Director of the Sustainable Land and Ecosystem Management (SLEM) Project, Nagaland. The consultants will work in close coordination with the Project Management Team in Nagaland and the concerned Programme Analyst in UNDP Delhi.

Methodology

The approach to be adopted in conducting the Study should be provided in detail by the consultants. The sampling procedures, source of information, framework of the study, monitoring indicators to be adopted, expected outputs and outcomes etc. should also be provided in detail. The consultants will be required to adopt the following steps to achieve the desired results:

- Hold a meeting with the project management team to understand the project. Further to this, they will review projects documents, finalize methodology of the study, and discuss timeframe and logistic of field visits.

- Conduct field visits to project sites to review on-the-ground- implementation of the project, assess the impacts of the project, and conduct surveys, interviews and detailed consultations with various stakeholders. The team will also review relevant reports and documents prepared by the project management team as well the various line departments.
- Submit a draft report for review and comments by UNDP and project partners.
- Finalize the report after incorporating comments and feedback from UNDP and partner organisations.

The study methodology must include a complete list of all documents reviewed, interviews and surveys conducted, consultations with all key stakeholders held, project sites visited and techniques and approaches used for data gathering, verification and analysis. These reports can be included as annexure to the main report.

Time frame and duration

The total duration of the consultancy will be 3 months (90 days) which includes field visit to project sites, while the timeframe for the deliverables is to be mutually agreed between the consultant and UNDP.

Outputs and Deliverables

The main deliverables will be:

S.No	Deliverable	Timelines
1	Final methodology and workplan for completion of the assignment (including table of contents of the review report)	Within 10 days of signing contract
2	Submission of draft report for feedback and comments of the project partners. This will be an independent and comprehensive report with annexes as needed. (However, the main report should not exceed 40 pages.)	Within 8 weeks
3	Presentation(s) to key stakeholders - At least one presentation will be made to all major stakeholders on the preliminary findings of the study in Kohima. Attendance at the presentations will include representatives of local communities, relevant departments in the local and state government, the UNDP/GEF project team, the PSC members, relevant NGOs, other local and national stakeholders as well as representatives from MoEF and UNDP.	Within 10 weeks
4	The final report after incorporating all feedback of the project partners. The consultants will provide both hard and soft copies of the final report.	Within 12 weeks
5	A stakeholder workshop to share the final findings of the report with all relevant stakeholders.	Within 13 weeks

Payment schedule

The assignment is required to be completed in a period indicated above and/or mutually agreed by the consultant and UNDP. The latter will make lumpsum payments, subject to the satisfactory approval of the outputs and deliverables. Delivery of outputs and payment schedule will be as under:

- i. 1st instalment (20%) on submission of methodology and workplan for completion of the assignment including table of contents of the review report.
- ii. 2nd instalment (40%) after submission and approval of draft review report and the presentation to major stakeholders, and
- iii. 3rd instalment (40%) after submission and approval of the final report by UNDP and the stakeholder workshop to share the final findings of the report.

Qualifications and Experience

- Minimum six years of experience in working in social development, natural resource management related fields;
- Credible experience of carrying out minimum of 2 similar socio-economic and ecological impact studies. Previous experience of conducting similar studies for UN, World Bank, IUCN etc. will be an advantage;
- Familiarity with atleast 2 conservation and livelihood projects in similar landscapes;
- Demonstrated prior understanding of landscape ecology conservation approaches, community-based natural resource management, participatory monitoring and evaluation processes;
- Ability and experience of delivering quality reports within given timelines;
- All members of the team of consultants assigned to the project must be fluent in English, with excellent writing skills. In addition they should possess excellent computing skills, including knowledge of MS Word, Excel, Power Point, and other related programmes. The consultants must bring their own computing equipment;
- The team of consultants should comprise of at least 3 members.
- Team Leader: The team must be led by a team leader with a master's degree (preferably PhD) in the field of natural resources or social sciences. The team leader must have a minimum of 8 years of work experience in related fields. Some experience in livelihood strategies and ecosystem based approaches is required. Some knowledge of shifting cultivation will be desirable. The team leader must have demonstrated ability to lead multi-disciplinary teams, and deliver quality reports in the given time;
- The other team members must have a master's degree in natural resources, social sciences or related fields and at least 5 years of relevant work experience.
- At least one member of the team should have a legal and policy related academic background.

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

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

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

C. Qualifications of Key Personnel

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

- a) *List out the components of the task at hand such as ecological survey, socio-economic assessment, designing and editing, management evaluation, policy research, etc. and accordingly indicate expertise required for carrying out the task at hand such as Nature Resource Management specialist, Sociologist, Management expert, Editor and designer, field researchers, Legal & Policy expert etc.*
- b) *Names and qualifications of the key personnel who will perform the services indicating the Team Leader and the supporting team members;*
- c) *CVs demonstrating qualifications, experience and proficiency in required languages must be submitted in the template given below; and*
- d) *Written confirmation from each personnel that they are available for the entire duration of the contract.*
- e) *Template for CV*

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

*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*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Submission of methodology and workplan for completion of the assignment including table of contents of the review report and draft questionnaire for survey	20%	
2	Submission and approval of draft review report and presentation to major stakeholders (field visit travel, food, lodging cost to be borne by consultants)	40%	
3	Submission and approval of the final report by UNDP and the stakeholder workshop to share the final findings of the report (note: report preparation cost to be borne by the agency)	40%	

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
a. Team leader (Natural Resource specialist or Sociologist)				
b. Team Member (Natural Resource specialist)				
c. Team Member (Sociologist)				
d. Team member (Legal & Policy expert)				
2. Field Visits (travel, food and lodging)				
3. Report Designing and printing				
4. Meetings and Workshops (The cost for the workshop and meeting will be borne by UNDP and reimbursed as actuals on submission of bills, but the agency should be responsible for organizing these in consultation with UNDP)				
5. Others				
III. Other Related Costs				
Total				

[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) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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