

REQUEST FOR PROPOSALS

UNDP/RFP/14/2014 – Preparation of “Detailed Topographical Surveying and Structural Designing of Imja Lake Lowering design” in Solukhumbu District for Community Based Flood and Glacial Lake Outburst Risk Reduction Project (CFGORRP)

UNDP NEPAL



United Nations Development Programme

August, 2014

Section 1. Letter of Invitation

Kathmandu, Nepal
August 14, 2014

UNDP/RFP/14/2014 – Preparation of “Detailed Topographical Surveying and Structural Designing of Imja Lake Lowering design” in Solukhumbu District for Community Based Flood and Glacial Lake Outburst Risk Reduction Project (CFGORRP)

Dear Mr./Ms.: *[indicate name]*

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

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Contract for Professional Services, including General Terms and Conditions

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

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

United Nations Development Programme
UN House, Pulchowk
Lalitpur, Nepal
or
e-mail address: registry.np@undp.org
The Deputy Country Director (Operations)

The letter should be received by UNDP no later than 5:30PM of 21-August 2014. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

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

Yours sincerely,

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

Deepak Shrestha
Procurement Analyst
Procurement Unit
UNDP Nepal

Section 2: Instruction to Proposers¹

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

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

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protects_for_full_description_of_the_policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

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

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

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

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

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

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason,

such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).

- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

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

15. Technical Proposal Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified,

point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 32).

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

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

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

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

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

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

- iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

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

17. Currencies

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

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

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

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

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly

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

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not

be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

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

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

22. Proposer's Conference

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

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall

govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

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

24. Deadline for Submission of Proposals and Late Proposals

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

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

25. Withdrawal, Substitution, and Modification of Proposals

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

26. Proposal Opening

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

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

for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

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

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

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

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

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

29. Evaluation of Proposals

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

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

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

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

| |
|--|
| <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> $\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$ |
|--|

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

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

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

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

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

31. Responsiveness of Proposal

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

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

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

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

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

F. AWARD OF CONTRACT

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

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without

incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

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

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

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

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

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

Instructions to Proposers

DATA SHEET

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

| DS No. ² | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|---------------------|----------------------------|---|--|
| 1 | | Project Title : | Community Based Flood and Glacial Lake Outburst Risk Reduction Project (CFGORRP) |
| 2 | | Title of Services/Work: | “Detailed Topographical Surveying and Structural Designing of Imja Lake Lowering design” in Solukhumbu District. |
| 3 | | Country / Region of Work Location: | Nepal |
| 4 | C.13 | Language of the Proposal: | <input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____ |
| 5 | C.20 | Conditions for Submitting Proposals for Parts or sub-parts of the TOR | <input type="checkbox"/> Allowed [if yes, describe how, and ensure that requirements properly define the sub-parts] <input checked="" type="checkbox"/> Not allowed |
| 6 | C.20 | Conditions for Submitting Alternative Proposals | <input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score. |
| 7 | C.22 | A pre-proposal conference will be held on: | Time: Date: Venue: |
| 8 | C.21 | Period of Proposal Validity commencing on the submission date | <input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days <input checked="" type="checkbox"/> 365 days |

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

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| 9 | B.9.5 C.15.4 b) | Proposal Security | <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required |
| 10 | B.9.5 | Acceptable forms of Proposal Security ³ | <input type="checkbox"/> Bank Guarantee (See Section 8 for template) <input type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check <input type="checkbox"/> Other negotiable instrument <input type="checkbox"/> Cash (exceptionally, if none of the other forms are feasible) <input type="checkbox"/> Others |
| 11 | B.9.5 C.15.4 a) | Validity of Proposal Security | N/A |
| 12 | | Advanced Payment upon signing of contract | <input type="checkbox"/> Allowed up to a maximum of ____ of contract ⁴ <input checked="" type="checkbox"/> Not allowed |
| 13 | | Liquidated Damages | <input type="checkbox"/> Will not be imposed <input checked="" type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay: a sum equivalent to 0.5% of the delivered price of the delay service for each week of delay until actual delivery, up to a maximum deduction of 10% of the delayed service Contract price Max. no. of days of delay : 4 Weeks After which UNDP may terminate the contract. |
| 14 | F.37 | Performance Security | <input checked="" type="checkbox"/> Required Amount : 10% of the total contract value Form: Bank Guarantee <input type="checkbox"/> Not Required |
| 15 | C.17, C.17 b) | Preferred Currency of Proposal and Method for Currency conversion | <input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency <i>Reference date for determining UN Operational Exchange Rate for August : 1 USD = NPR 95.65</i> |
| 16 | B.10.1 | Deadline for submitting requests for clarifications/ questions | 7 days before the submission date. |
| 17 | B.10.1 | Contact Details for submitting | PROCUREMENT UNIT_AA Address: UNDP Nepal |

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

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

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| | | clarifications/questions ⁵ | Facsimile: Fax No. :977-01-5523986 E-mail address dedicated for this purpose: <u>registry.np@undp.org</u> RFP Reference No.: UNDP/RFP/14/2014 has to be mentioned in the subjectline of email while forwarding inquiries. |
| 18 | B.11.1 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | <input type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website ⁶ www.np.undp.org |
| 19 | D.23.3 | No. of copies of Proposal that must be submitted [if transmitted by courier] | Original : One Copies : One |
| 20 | D.23.1 D.23.2 D.24 | Proposal Submission Address | The Deputy Country Director (Operations) United Nations Development Programme UN House, Pulchowk Lalitpur, Nepal |
| 21 | C.21 D.24 | Deadline of Submission | Date and Time : 17:00 hrs of 28 August 2014 |
| 22 | D.23.2 | Allowable Manner of Submitting Proposals | <input checked="" type="checkbox"/> Courier/Hand Delivery <input type="checkbox"/> Electronic submission of Bid ⁷ |
| 23 | D.23.2 D.26 | Conditions and Procedures for electronic submission and opening, if allowed | <input type="checkbox"/> Official Address for e-submission: <i>[specify]</i> <input type="checkbox"/> Free from virus and corrupted files <input type="checkbox"/> Format : PDF files only, password protected <input type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input type="checkbox"/> Max. File Size per transmission: <i>[specify]</i> <input type="checkbox"/> Max. No. of transmission : <i>[specify]</i> <input type="checkbox"/> No. of copies to be transmitted : <i>[specify]</i> <input type="checkbox"/> Mandatory subject of email : <i>[specify]</i> <input type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <i>[specify]</i> <input type="checkbox"/> Digital Certification/Signature: <i>[specify]</i> <input type="checkbox"/> Time Zone to be Recognized: <i>[specify]</i> <input type="checkbox"/> Other conditions: <i>[p/s. specify]</i> |

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

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

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

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| 24 | D.23.1 | Date, time and venue for opening of Proposals UNDP only, NOT for Public | Date and Time: August 29, 2014 2:00 PM Venue : UN House, Pulchowk |
| 25 | E.29.2 E.29.3 F.34 | Evaluation method to be used in selecting the most responsive Proposal | <input type="checkbox"/> Lowest financial offer of technically qualified Proposals <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively |
| 26 | C.15.1 | Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only) | <input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>Two Year</i>. <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <i>Three</i> Clients in terms of Contract Value during past <i>Three Years</i> <input checked="" type="checkbox"/> At least 3 Recommendation letters for similar consultancy service (refer section 6) within last 3 years. <input checked="" type="checkbox"/> Copy of at least 3 contracts with value more than USD 30,000. <input checked="" type="checkbox"/> Certificate of timely completion of the consultancy service with value more than USD 30,000. <input type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details) <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. |
| 27 | | Other documents that may be Submitted to Establish Eligibility | CVs of Senior Structural Design Engineer Structural Design Engineer |

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| | | | Senior Surveyor Surveyor Remote Sensing / GIS / Database Management Expert |
| 28 | C.15 | Structure of the Technical Proposal (<i>only if different from the provision of Section 6</i>) | |
| 29 | C.15.2 | Latest Expected date for commencement of Contract | <i>September 15, 2014</i> |
| 30 | C.15.2 | Expected duration of contract (Target Commencement Date and Completion Date) | <i>September 15, 2014 – March 31, 2015</i> |
| 31 | | UNDP will award the contract to: | <input checked="" type="checkbox"/> One Proposer only <input type="checkbox"/> One or more Proposers, depending on the following factors: <i>[clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Proposers]</i> |
| 32 | E.29.2 F.34 | Criteria for the Award of Contract and Evaluation of Proposals | <p>Total Combined and final rating of the proposal (Technical proposal 70% and financial Proposal 30% weightage)</p> <p>Technical Proposal evaluation criteria: Expertise of Firm / Organization 10 % (100 points), Proposed Methodology, Approach and Implementation Plan 70% (700 points) and Management Structure and Key Personnel 20% (200 points) totaling 1000 points.</p> <p>At least 70% must be scored in the technical proposal for eligibility for further evaluation process. Refer Section 6.</p> <p>Acceptance of the proposed schedule of work and the timelines is a must and no deviation in the timeline proposed in ToR shall be considered.</p> |
| 33 | E.29.4 | Post-Qualification Actions | <input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, |

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| | | | <p>branches or other places where business transpires, with or without notice to the bidder;</p> <p><input type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and</p> <p><input type="checkbox"/> Others</p> |
| 34 | | Conditions for Determining Contract Affectivity | <p><input checked="" type="checkbox"/> UNDP's receipt of Performance Bond</p> <p><input checked="" type="checkbox"/> UNDP's receipt of Insurance Policies</p> <p style="padding-left: 40px;">1. Trekking Insurance</p> <p style="padding-left: 40px;">2. Health Insurance</p> <p><input type="checkbox"/> Others <i>[click here to specify]</i>.</p> |
| 35 | | Other Information Related to the RFP ⁸ | <p>Performance Security and Insurance Policies (Trekking and Health Insurance) has to be submitted only by the winning bidder prior to signing of the contract document.</p> <p>One of the objectives of the Community Based Flood and Glacial Lake Outburst Risk Reduction Project (CFGORRP) is to enhance national capacity building. The firm should propose Nepali Citizen as human resource outlined in TOR.</p> <p>Number of Thematic Team a) survey and design, b) hydrology/ glaciology/ bathymetry / meteorology, c) geology, geophysical – electric resistivity tomography (ERT) and d) geophysical - ground penetrating radar (GPR) has been set by UNDP.</p> <p>The overall lead of the thematic team for Lake lowering design will be taken by survey and design team leader. Each thematic team will be led by a team leader, but the field and design work will be coordinated and guided by survey and design team leader.</p> <p>The service is required to be delivered with close consultation, collaboration, cooperation and synchronization of thematic activities with full harmonization by overall team leader at different stages of study.</p> <p>The list of all the equipment to be used for field data collection with specifications is a must.</p> <p>The logistic Cost (Hotel, camping and Food), Travel (Air-Ticket), transportation of scientific equipment and instruments (air-cargo, porter), will be provided by CFGORRP Project, so these cost <u>should not be included</u> in financial proposal.</p> <p>Logistic and travel cost of maximum 4 experts and 4 field</p> |

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

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| | | | <p>support staff are borne by the CFGORRP Project for 1 round trip KTM-Imja-KTM. Logistics cost for additional members, support staff and extra trips has to be borne by the service provider, if any.</p> <p>The trekking and health insurance cost of proposed team members and the support staffs should be borne by the firm.</p> <p>Irrespective of Month, 1 person month constitutes of 30 working days for all cost related calculations and proposal evaluation.</p> <p>Acceptance of the proposed schedule of work and the timelines is a must and no deviation in the timeline is allowed.</p> |
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**“Detailed Topographical Survey and Structural Design of Imja lake Lowering”
Under Component I of CFGORRP**

1. Background:

Community Based Flood and Glacial Lake Outburst Risk Reduction Project (CFGORRP) is a joint undertaking of the Government of Nepal (GON), Global Environment Facility (GEF) and the United Nations Development Programme (UNDP). The project is being implemented by Department of Hydrology and Meteorology (DHM) under the Ministry of Science, Technology and Environment (MoSTE) as the lead Implementing Agency. The project working areas include Solukhumbu in the hill and Mahottari, Siraha, Saptari and Udaypur districts in the Terai.

The main objective of CFGORRP is to reduce human and material losses from Glacier Lake Outburst Flooding (GLOF) in Solukhumbu district and catastrophic flooding events in the Terai and Churia Range. For achieving this objective, the project has been streamlined into two main Components. Component I is specifically aligned towards reducing GLOF risks arising from Imja Lake whereas Component II aims to reduce human and material losses from recurrent flooding events in the four flood prone districts of Terai.

This TOR refers to the activities of the First Component (Component I) of the project which aims to reduce human and material losses from GLOF from Imja Lake (5010 m) in Solukhumbu District by reducing the GLOF hazard risk on 27 settlements in the downstream valley by reducing Imja Lake level by more than 3 meters through construction of an open channel.

In order to accomplish the above-mentioned task, CFGORRP/DHM intends to hire a service provider (referred herein as the “Survey and Design Team”) for undertaking detailed topographical survey and structural design of Imja Lake Lowering. The project has also envisioned forming three other thematic teams as a multi disciplinary approach for the entire structural design work. The other thematic teams comprise of (a) Bathmetry/Hydrology/Glaciology, (b) Geophysical ERT and (c) Geophysical GPR. Although these teams would have independent functions, they need to work as coherent groups under the guidance of the Survey and Design Team.

2. Objective:

The main objective of this task is to undertake a detail topographical survey of Imja Lake and its surroundings and to prepare the structural design of open channel and outlet gate to lower the lake by at least 3 meters.

The specific objectives are to:

- a. Conduct detailed topographical survey of the lake and its surrounding area covering at least 3 km x 0.8 km of the lake and surrounding area.
- b. Conduct topographical survey for the micro hydropower that is to be designed utilizing the drained out water through lake lowering
- c. Prepare topographical map of lake lowering depicting all existing features captured including those generated by the other thematic teams
- d. Prepare detailed structural design of lake lowering after receiving the design inputs from thematic teams and micro-hydropower as per AEPC’s guidelines and standards.

3. Study area:

The study area is Imja Lake and its associated glaciers and the moraine dam at 5010 m in Solukhumbu District. The study area is remote and inaccessible by road and the nearest airport is at Lukla. The trekking routes are through Namche, Tengboche, Pangboche, Dingboche, Chhukung and finally to Imja Lake. The hotel facilities are available from Lukla to Chhukung. The Survey and Design Team needs to arrange camping and foods for entire period of field investigations at Imja Lake.

4. Scope of the work:

The scope of the works includes inter-alia, but not limited to the following:

Desk Study Phase for Inception Reporting:

- a) Appraise, review and refine all available scientific data and information generated by the previous studies and field assessments at the Lake and its surroundings. Undertake a thorough desk review to collect baseline information on hydrological/glaciological modelling, geophysical, geological, geotechnical results and any other studies relevant to designing. Review all recent studies conducted by CFGORRP on ongoing programmes, collate and update information and reports for design related work.
- b) Undertake consultative meeting with various organizations and institutes involved in GLOF risk reduction initiatives such as International Centre for Integrated Mountain Development (ICIMOD), Kathmandu University (KU,) High Mountain Glacier Watershed Program (HMGWP) and other institutes for acquiring, compiling and analyzing relevant data and information.
- c) Coordinate, discuss and team up with other thematic teams to have common understanding on project area, study methodology and to collect information on the composition of moraine materials, density, porosity, voids, material strength etc. for structural design and for ensuring safety factor.
- d) Instruct, guide and supervise other thematic teams to conduct field studies, data coverage, data density, quality assurance, data compilation and analysis, interpretation of results and assessments.
- e) Review and refine field investigation tool and techniques, plans and schedules, data collection methodologies to ensure appropriate and adequate data collection for survey and design and other thematic team's mapping.
- f) Prepare and submit inception report along with necessary checklists, formats and questionnaires to be used in the field to gather data.

Field Investigation Phase:

- a. Undertake joint field visit with other thematic teams and hold discussion between them for data capturing, coverage/density, methodologies and quality of data.
- b. Discuss and review other thematic teams to identify most appropriate 3 sites for open channel alignments, particularly focussing on extent and depth of buried ice at endmoraine complex, seepage flows through moraine dam and any other relevant information for preparing a cost effective and safe structural design. Locate all three channel alignments in the topographic map and prepare the longitudinal and cross sectional maps.
- c. Conduct detailed topographical survey using total station with scanner to map all existing topographical and thematic features at appropriate scales with adequate number of benchmarks and control points with closed-traversed in close consultation with other thematic teams. Install permanent benchmarks and control points on permanent structures/rocks significantly off-side from the moraine dam at an interval of at least 500 m and link them to the national coordinate system in WGS 84 using total station with scanner and differential Global Positioning System (GPS).

- d. Undertake topographical survey of Imja Lake and its surroundings, map ERT and GPR longitudinal and transverse alignments over an area of at least 500 m x 500 m grid and locate at least 3 channel alignments separately in the grid. Incorporate ERT and GPR 3 D profiling results in the topographical map.
- e. Establish Lowest Water Level Benchmark for lowering of Imja Lake by more than 3 m during construction.
- f. Conduct detailed topographical survey of micro hydropower project according to the AEPC guidelines.
- g. Guide and instruct ERT thematic team to estimate the local construction materials/quarry sites in terms of quantity and quality.
- h. Conduct appropriate tests and investigation to design a stable, safe and economical open channel and essential structures with mitigation measures and safety factors to overcome any instabilities on moraine dam as a result of open channel.
- i. Acquire other relevant field based data and information that are required in the detailed structural design.
- j. Prepare and submit field report.

Office Work for Drafting and Finalizing the Report Phase:

- a. Prepare topographical and thematic maps at a scale of 1:5000, longitudinal profile at 1:1000 and cross sectional profiles at 1:100 scale for designing of open channel and essential structures at Imja Lake.
- b. Based on the data and information collected from secondary sources, field visit, field data and inputs from other thematic teams, identify suitable design parameters for detailed structural design of open channel. Identify the most appropriate channel alignment.
- c. Prepare low tech and cost effective structural design, construction drawings, maps and database of lake lowering and regulated gate using AutoCAD or equivalent software as per prevailing standards, norms and code.
- d. Prepare required maps, design and drawings of micro-hydropower as per AEPC's guidelines, standards and norms.
- e. Prepare rate analysis, quantity and cost estimates, bill of quantities (BoQ), condition of contract, special provisions, conditions for procurement of contractor, standard of specification and bid document for construction, evaluation criteria for contractor selection through competitive bidding process.
- f. Capture all data including those from other thematic teams to prepare database in GIS environment and prepare digital terrain model.
- g. Prepare a detailed Implementation and Management Plan (IMP) for construction and monitoring of progress during construction work, detailed procurement plans of human resources, construction materials, plants and tools clearly indicating key inputs and delivery of milestone with due consideration of extreme climatic condition and workable periods.
- h. Provide detailed procurement plans for cement, steel and other items from outside of project site with the provision of transportation (airlifting, airplane or porters), safe storage sites and management of supply chain.
- i. Propose mitigation measures for all potential adverse impacts that may occur during construction due to seepage or any other causes
- j. Develop Imja Glacial Lake monitoring protocols.
- k. Prepare draft final report presenting key findings of all thematic teams, basic principles of design, justification for selection of design parameters etc. required drawings in details with opinions of thematic teams, design teams, international consultant, PMU/DHM.
- l. Prepare final report after incorporating the comments and feedbacks from the international consultant, PMU/DHM and other stakeholders.

5. Deliverables and Timeline:

a) Inception Report (Within two weeks of Contract Signing):

The Survey and Design Team shall provide three copies of hard copies of Inception Report along with one copy of electronic file within two weeks of signing the contract. The report shall include:

- A detailed topographical survey methodology and work plan with review of all available scientific data, equipments, tools and techniques to be used, data collection methods with appropriate data and information collection sheets
- Formats, checklists and questionnaires to be used in the field investigation program.
- A detailed field work plan on work coordination, collaboration towards generating the intended outcomes.

b) Field Investigation and Report: (Within eight weeks of Contract Signing)

The Survey and Design Team shall provide three copies of hard copies of field investigation report along with an electronic copy within 8 weeks from signing the contract and the report shall include:

- Key field findings information, maps, sections, database etc. derived from the field study, which can be implied to the structural design.
- Field thematic data and reports, key features, key information on 3 alignments etc.
- Analysis of 3 suitable alignments with geophysical assessment (ERT, GPR) and selection of best alignment with suitable design parameters in consultation with thematic teams.
- Benchmarks and references to national grids.

c) Draft Report: (Within 10 weeks of Contract Signing)

The Survey and Design Team shall provide five copies of draft report along with an electronic version within 10 weeks of signing of the contract. The report shall include:

- **Comprehensive and complete thematic reports** with appropriate structural design, topographical maps, Longitudinal and Cross sections, construction drawings, maps, sections, database, cost estimates, bill of quantities, specifications etc. for immediately starting construction work. Report on structural design work with key thematic teams' findings for ensuring cost effective and safe structural design for open channel construction.
- **Implementation Plan for construction of open channel and its' structures** will include procurement of equipment / man-power, safety measures, scheduling of work, prioritization of work etc. with robust construction plan and its monitoring plan.
- **Bid Document** for procurement of contractor with standards of specifications, bill of quantities, cost estimates, conditions of contract, special provisions, evaluation criteria for selection of contractors etc.
- **Detailed Monitoring Plan and Mechanism** to monitor progress of construction work, achievements of key milestones, compliance of safety measures and reporting mechanism.

d) Final Report (Within 12 weeks of Contract Signing):

After incorporating the comments from the international consultant, PMU/DHM and other stakeholders, the Survey and Design Team will prepare and submit five copies of Final Report along with an electronic copy within 12 weeks of signing of the contract.

The Final Report should include:

- Revision of draft reports with incorporation of all feedbacks, comments and submit for review and comments to TAG, PMU/ DHM, International Consultant and other stakeholders.

6) Guidance, Supervision and Quality assurance:

The Survey and Design Team will work under the general guidance and supervision of the National Project Director (NPD), National Project Manager (NPM) and PMU/DHM. All key outputs/deliverables including designs, reports including inception / draft / final will be subjected to review/appraisal at various levels by international consultant, Senior Technical Advisor (STA), Technical Advisory Group (TAG) and project stakeholders as appropriate. However, on technical matters, the Survey and Design Team will work specifically in close consultation and supervision of STA, International Consultant, TAG and Project stakeholders.

The following are some general guidance and requirements for undertaking the above tasks:

- a. The Survey and Design Team should have professional experience in undertaking topographical survey and should be able to mapout and design key features such as hydraulic / hydropower / open channel structures. The Survey and Design Team should work in multi-disciplinary team to interact closely with other thematic teams with prior work experience in high mountain areas is highly preferable.
- b. The Survey and Design Team should have professional experience in undertaking structural designing of hydraulic / hydropower / open channel and interact closely with other thematic teams.
- c. The Survey and Design Team will encourage to use locally available expertise and human resources to the extent possible as part of the capacity enhancement of local professionals. Similarly, the Survey and Design Team will encourage to employ local people preferably from Khumbhu Area as field staffs to ensure ownership of the project by local communities.
- d. The Survey and Design Team shall possess equipment such as Total Station with laser scanner, GPS with dual frequency and software etc. for executing work in highly undulating terrain.
- e. The Survey and Design Team will be provided logistics (lodging, fooding, camping), tickets (travel) and transportation of equipment (porter and cargo). The financial proposal therfore, should be prepared without incorporating these logistics and travel mentioned above. However, the cost associated with insurances like trekking and health of the professionals and locally employed workforce will be borne by the Survey and Design Team.
- f. The supervision, monitoring and evaluation of field work of the Survey and Design Team will be conducted jointly by CFGORRP/DHM and International consultant for ensuring quality of work and for its timely completion.

Section 4: Proposal Submission Form⁹

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

We hereby declare that:

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

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

⁹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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

Proposer Information Form¹⁰

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number]*

Page _____ of _____ pages

| | | |
|--|---------------------------------|---------------------------------------|
| 1. Proposer's Legal Name <i>[insert Proposer's legal name]</i> | | |
| 2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i> | | |
| 3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i> | | |
| 4. Year of Registration: <i>[insert Proposer's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (3) years | | |
| 10. Latest Credit Rating (if any) | | |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i> | | |
| 13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO | | |
| 14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law. | | |

¹⁰ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)¹¹

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

RFP No.: *[insert number]*

Page _____ of _____ pages

| | | |
|--|---------------------------------|---------------------------------------|
| 1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i> | | |
| 2. JV's Party legal name: <i>[insert JV's Party legal name]</i> | | |
| 3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i> | | |
| 4. Year of Registration: <i>[insert Party's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (3) years | | |
| 10. Latest Credit Rating (if any) | | |
| <ul style="list-style-type: none"> Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i> | | |
| 14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. | | |

¹¹ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

| |
|--|
| <p>TECHNICAL PROPOSAL FORMAT</p> <p>Preparation of Detailed Technical Design for Imja Lake Lowering and Supervision during construction for GLOF Risk Reduction in Solukhumbu District</p> <p>UNDP/RFP/04/2014</p> |
|--|

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

| | |
|--|--|
| Name of Proposing Organization / Firm: | |
| Country of Registration: | |
| Name of Contact Person for this Proposal: | |
| Address: | |
| Phone / Fax: | |
| Email: | |

Scoring for Technical proposal evaluation:

| S.No. | Description | Score Weight | Points Obtainable |
|-------|--|--------------|-------------------|
| 1. | Expertise of Firm / Organization | 10% | 100 |
| 2. | Proposed Methodology, Approach and Implementation Plan | 70% | 700 |
| 3. | Management Structure and Key Personnel | 20% | 200 |
| | Total | | 1000 |

| 1: EXPERTISE OF FIRM/ ORGANISATION |
|---|
| <p>1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</p> <p>1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, bidding capacity, turnover, professional liability insurance etc. particularly focussing on contract values more than 30,000 US \$.</p> <p>1.3 Track Record and Experiences: Provide the following information regarding corporate <u>experience within the last five (3) years which are related or relevant to those required for this Contract specifically on:</u></p> |

- Proposer's Work experience on designing civil infrastructures related to open channel, hydropower, and hydraulic structures.
- Proposer's Work experience on topographical surveying in civil infrastructures related to open channel, hydropower, hydraulic structures.
- Proposer's Work experience on hydrological, glaciological and bathymetric analysis of river basin, glaciers and lakes.
- Proposer's Work experience on geotechnical, geological geophysical (ERT & GPR) assessment of open channel, hydropower, hydraulic structures related projects.

| S. No | Name of the company | Years of establishment. | Three highest contract amount | Best three Turnover Amount | Name of 3 Projects Undertaken |
|-------|---------------------|-------------------------|-------------------------------|----------------------------|-------------------------------|
| 1 | | | | | |
| 2 | | | | | |

| Name of project | Client | Contract Value | Period of activity | Types of key activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) |
|-----------------|--------|----------------|--------------------|------------------------------------|--------------------------|---|
| | | | | | | |
| | | | | | | |

2 - APPROACH AND IMPLEMENTATION PLAN

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment including review of GLOF mitigation in Nepal, Bhutan, Andes and others areas.

- Brief description not exceeding two pages

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's data gap analysis, data collection tools, techniques, thematic areas, assumptions, limitations, internal technical and quality assurance review mechanisms etc.

Include also at least the following information:

- key field-investigations
- Tools /Equipment
- Appropriateness or \Accuracy of measurements
- limitations of data collection
- coordination with other thematic teams
- roles and responsibilities of thematic teams

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing particularly focussing on multi-disciplinary field investigation and data analysis of at least 3 suitable open channel alignments and second field investigation for selecting suitable open channel alignment for lake lowering.

Include also at least the following information:

- What data will be collected in field?
- What inputs are required from other thematic team?
- What is expected timeline for sharing data to other thematic team?

2.4. Coordination of thematic data collection: Explain how work would be conducted and coordinated among the thematic (surveying, designing, hydrology, geophysical -ERT, geophysical - GPR etc.) teams at various stages for completing the design of lake lowering in a harmonized way with special attention on role of each entity and how everyone will function as a team .

Include at least the following information:

- What are key parameters to be shared?
- Who are thematic team to be data shared?
- What Data are shared at what level (Inception/ field work/ field report/draft /final)?
- How will the linkages be established?
- How will the work be harmonized and when?
- Who is responsible?

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

Include at least the following information:

- What are risk for field investigation / assessment?
- How will the risk be mitigated for field / office work?
- How will multi-thematic team work effectively and collectively in field / office?
- Who is responsible?

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners including reporting schedule for lake lowering design. Brief description on the thematic (surveying, design, hydrology, ERT, GPR etc.) team coordination mechanisms proposed for sharing data and reports for design.

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

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

previous projects is encouraged. National service providers are encouraged to apply.

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

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

3: PERSONNEL

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

Organogram with roles and responsibility of key positions and the design team.

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

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below to limit 3 most relevant work experience and other 3 important achievements:

CVs for key personnel:

| | |
|--|--|
| Name: | |
| Position for this Contract: | |
| Nationality: | |
| Contact information: | |
| Countries of Work Experience: | |
| Language Skills: | |
| Educational and other Qualifications: | |

Summary of Experience:

Highlight experiences: in the High Himalaya region, glacial lake lowering; scientific studies: glacial lakes, moraine dams, hydrological analysis, discharge measurements (tracer, dilution), bathymetric measurements, geo-physical (ERT, GPR) studies, geological, geomorphological studies; designing: open channel, hydropower, water resources, civil infrastructures, flexible structures (gabions), subsurface drainages, earth retaining structures;

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> <p>_____</p> <p>_____</p> <p>Signature of the Nominated Team Leader/Member Date Signed</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p><u>3.4. Summary of key personnel, qualifications, expertise, time allocation:</u> Provide summary on key personnel, qualifications, expertise, time allocation for the proposed work, limiting to best 3 achievements related to thematic (surveying, design, hydrology, glaciology, bathymetry, geotechnical, geological, geophysical (ERT, GPR) etc. as an input for Imja Lake lowering design work.</p> <p><u>Summary of key personnel, qualifications, expertise, time allocation:</u></p> <table border="1"> <thead> <tr> <th rowspan="2">S. NO</th><th rowspan="2">Name</th><th rowspan="2">Position</th><th rowspan="2">Qualification</th><th rowspan="2">Key experience for input to Imja Lake lowering design</th><th colspan="3">Working days allocated</th></tr> <tr> <th>Field days</th><th>Office days</th><th>Total Days</th></tr> </thead> <tbody> <tr> <td rowspan="5">1</td><td rowspan="5"></td><td rowspan="5"></td><td rowspan="5"></td><td></td><td rowspan="5"></td><td rowspan="5"></td><td rowspan="5"></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr> <td rowspan="5">2</td><td rowspan="5"></td><td rowspan="5"></td><td rowspan="5"></td><td></td><td rowspan="5"></td><td rowspan="5"></td><td rowspan="5"></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> </tbody> </table> | | S. NO | Name | Position | Qualification | Key experience for input to Imja Lake lowering design | Working days allocated | | | Field days | Office days | Total Days | 1 | | | | | | | | | | | | 2 | | | | | | | | | | | |
| S. NO | Name | | | | | | Position | Qualification | Key experience for input to Imja Lake lowering design | Working days allocated | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Field days | Office days | Total Days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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4: Key position of technical personnel and the expected qualifications are:

| <u>Position</u> | <u>Qualification</u> | <u>Expected Experience</u> |
|---|---|---|
| Team Leader/Senior Structural Design Engineer. | Master's degree in Structural / Hydraulic / Civil / Geotechnical Engineering from a recognized University with 7 years of experience or PhD in Structural / Hydraulic / Civil / Geotechnical Engineering from a recognized University with 3 years of experience. | <ul style="list-style-type: none"> • Experience of designing at least 3 projects related to open channel, hydropower intake, hydraulic structures • Experience of designing at least 3 projects related to flexible structures such as gabions, subsurface drainages, earth retaining structures etc. • Experience of designing at least 3 projects related to civil structures. |
| Structural Design Engineer. | Master's degree in Structural / Hydraulic / Civil / Geotechnical Engineering from a recognized University with 7 years of experience or PhD in Structural / Hydraulic / Civil / Geotechnical Engineering from a recognized University with 3 years of experience. | <p>Experience of designing at least 3 projects related to open channel, hydropower intake, hydraulic structures</p> <p>Experience of designing at least 3 projects related to flexible structures such as gabions, subsurface drainages, earth retaining structures etc.</p> <ul style="list-style-type: none"> • Experience of designing at least 3 projects related to civil structures. |
| Senior Surveyor: | Master's degree in Survey Engineering / Survey from a recognized University with 7 years of experience or PhD in Survey Engineering / Survey from a recognized University with 3 years of experience. | <ul style="list-style-type: none"> • Handling of at least 3 projects using Total Station, data analysis and Mapping. • Handling of at least 3 projects using dGPS and data analysis. • Experience of using GIS software will be an added advantage. • Handling at least 3 projects for digital elevation model (DEM) preparation. |
| Surveyor: | Bachelor's degree in Survey from a recognized University with 3 years of experience. | <ul style="list-style-type: none"> • Handling of at least 3 projects using Total Station, data analysis and Mapping. • Handling of at least 1 projects using dGPS and data analysis. • Experience of using GIS software will be an added advantage. • Handling at least 1 projects for digital elevation model (DEM) preparation. |
| Remote Sensing / GIS / Database Management or related field Expert: | Master's degree in Civil / water resources / MIS or related field from a recognized University with 7 years of experience or PhD in Civil / water resources / MIS or related field from a recognized University with 3 years of experience. | <ul style="list-style-type: none"> • Handling of at least 3 projects related to Remote Sensing / GIS / Database Management project in Nepal. • Handling of at least 2 projects related to Database Management, AutoCAD. • Handling at least 3 projects for digital elevation model (DEM) preparation. |

Note: *To enhance national capacity building. The firm should propose Nepali Citizen as human resource outlined in TOR.*

1. Scoring System of Technical Proposal:

5.1 Scoring for expertise of firm / organization:

| S.No | Activities | Points obtainable |
|------|--|-------------------|
| 1.1 | Brief Description of Proposer as an Entity | 10 |
| 1.2 | Financial Capacity | 40 |
| 1.3 | Track record and Experiences | 50 |
| | Total | 100 |

5.2 Scoring for proposed Work Plan and Approach:

| S.No | Activities | Points obtainable |
|------|--|-------------------|
| 5.1 | Approach to the Service/Work Required: | 150 |
| 5.2 | Technical Quality Assurance Review Mechanisms: | 150 |
| 5.3 | Implementation Timelines | 150 |
| 5.4 | Main contracting or Subcontracting arrangements. | 120 |
| 5.5 | Risks / Mitigation Measures for implementation of the project. | 80 |
| 5.6 | Reporting and Monitoring: | 50 |
| | Total | 700 |

5.3 Scoring for proposed staff position and duration of work:

| S. No. | <u>Position</u> | Working ¹² days allocated | Maximum Obtainable Marks |
|--------|--|--------------------------------------|--------------------------|
| 5.3.1 | Management Structure | | 10 |
| 5.3.2 | Staff position, time allocated to work and qualifications. | | |
| A | Senior Structural Design Engineer | | 90 |
| B | Structural Design Engineer | | 30 |
| C | Senior Surveyor | | 40 |
| D | Surveyor | | 15 |
| E | Remote Sensing / GIS / Database Management or related field Expert | | 15 |
| | Total | | 200 |

¹² Working days allocation is mandatory and the duration allocated for each staff position carries scores, the key positions carrying high scores.

Section 7: Financial Proposal Form¹³

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

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

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

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

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

| SN | Deliverables <i>[list them as referred to in the TOR]</i> | Percentage of Total Price (Weight for payment) | Price (Lump Sum, All Inclusive) |
|---|--|--|------------------------------------|
| Design of Lake Lowering Thematic Teams: Survey and Structural Design | <ul style="list-style-type: none"> Inception Report | A payment of 30 % of the Phase I will be paid to the Proposer upon submission of the approved Inception Report. | |
| | <ul style="list-style-type: none"> Field Report: <ul style="list-style-type: none"> Field Report with at least 3 alignments and finalization of best option. | A payment of 30 % of the Phase I will be made to the Proposer upon submission of approved second Field verification Report. | |
| | <ul style="list-style-type: none"> Draft Report: <ul style="list-style-type: none"> Preliminary Draft Report as first cycle and Final Draft Report as second cycle | A payment of 20 % of the Phase I will be made to the Proposer upon submission of approved final draft report (second cycle). | |
| | <ul style="list-style-type: none"> Final Report: <ul style="list-style-type: none"> Preliminary Final Report as first cycle and Final Report as second cycle | A payment of 20 % of the Phase I will be made to the Proposer upon submission of approved Final Report (second cycle). | |

*Basis for payment tranches.

¹³ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

B. Cost Breakdown by Cost Component:

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

Detailed Topographical Surveying and Structural Designing of Imja Lake Lowering design

| SN | Particulars | Unit (A) | No. of Days to Delivery (B) | Daily Rate (C) | Total (AXBXC) |
|------------|--|----------------|-----------------------------|----------------|---------------|
| 1 | Human Resources¹⁴ | | | | |
| 1.1 | Remuneration | | | | |
| i | Team Leader | 1 | | | |
| ii | | | | | |
| iii | | | | | |
| iv | | | | | |
| v | | | | | |
| | TOTAL for Human Resources (1) | | | | |
| 2 | Field Work Cost: | | | | |
| 2.1 | DSA | | | | |
| i | Team Leader | 1 | | | |
| ii | | | | | |
| iii | | | | | |
| iv | | | | | |
| v | | | | | |
| 2.2 | Field related costs | Qty | Unit | Rate | Total |
| i | Equipment (-----) Hiring cost. | Lumpsum | | | |
| ii | Transportation cost for field samples (-----) (air + porter) | | | | |
| iii | Laboratory charges to conduct lab test of the collected samples | Lumpsum | | | |
| iv | Remuneration and field work allowances for Field support staff for data collection (-----) Please provide breakdown in separate sheet. | lumpsum | | | |
| v | Trekking and Health insurance for proposed team including field support staffs | Lumpsum | | | |
| vi | Logistics cost Please provide breakdown in separate sheet. | Lumpsum | | | |
| | Total for Field Work (2) | | | | |
| 3 | Other costs | Qty | Unit | Rate | Total |

¹⁴ The proposed human resources should be in line to the technical proposal not exceeding the total person days.

| | | | | | |
|-----|--|---------|--|--|--|
| | | | | | |
| i | Consultation Meetings with stake holders, TAG, PMU etc. for getting feedback in design work. | Lumpsum | | | |
| ii | Report productions, photocopies, bindings, etc. | Lumpsum | | | |
| iii | | | | | |
| | Total for Other Costs (3) | | | | |
| | Subtotal (1+2+3) | | | | |
| | VAT 13% (if applicable) | | | | |
| | Grand total | | | | |

Imja Lake Lowering Design (Survey and Design) Approximately: 246 person days¹⁵, including field investigation, reporting, consultative meetings and finalization of report)

N.B. Administrative and all other associated costs need to be built into the professional services charges or relevant component of the price schedule proportionately.

*The logistic Cost (Hotel, camping and Food), Travel (Air-Ticket), transportation of scientific equipment and instruments (air-cargo, porter) are provided by CFGORRP Project, **so these cost should not be included in financial proposal.***

Logistic and travel cost of maximum 4 experts and 4 field support staff are borne by the CFGORRP Project for 1 round trip KTM-Imja-KTM. Logistics cost for additional members, support staff and extra trips has to be borne by the service provider, if any.

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

¹⁵ Irrespective of Month, 1 person month constitutes of 30 working days for all cost related calculations and proposal evaluation.

Section 8: Contract for Professional Services

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

Date _____

Dear Sir/Madam,

Ref.: ____/____/____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

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

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) this Letter;

b) The Terms of Reference [ref.dated.....], attached hereto as Annex II;

c) The Contractor's Proposal [ref....., dated]

d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

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

| | | | |
|------|-------|-------|-------|
| | | | |
|------|-------|-------|-------|

| | | | |
|------|-------|-------|-------|
| | | | |
|------|-------|-------|-------|

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

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

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

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

| | |
|-----------------|-----------|
| Progress report | .././.... |
| | .././.... |
| Final report | .././.... |

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

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

..//..//....

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- OR
- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

- 47

of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

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

.....

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

6. Time and manner of payment

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

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

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

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

For the UNDP:

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

For the Contractor:

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

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

Yours sincerely,

[INSERT NAME AND DESIGNATION]

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

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



**UNDP
GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary

documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow

the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the

Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

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

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

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

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

25.0 ANTI-TERRORISM:

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

26.0 AUTHORITY TO MODIFY:

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