

Date: 1<sup>st</sup> August 2022

**Request for Proposal (RFP)**

**Reference No.: DCRL/RFP/ 004/2022**

Dear Proposers,

You are requested to submit a proposal for undertaking:

Revision of Climate Responsive Watershed Condition Assessment Methodologies and Guidelines for Integrated Watershed Management, as per the enclosed Terms of Reference (TOR).

1. To enable you to submit a proposal, attached are:

- |  |             |
|--|-------------|
| i. Instructions to Proposers                           | (Annex I)   |
| ii. Terms of References (TORs)                         | (Annex II)  |
| iii. Proposal Submission Form                          | (Annex III) |
| iv. Technical Proposal Format                          | (Annex IV)  |
| v. Price Schedule                                      | (Annex V)   |
| vi. General Condition                                  | (Annex VI)  |
| vii. Statement of Compliance with terms and conditions | (Annex VII) |

1. Your offer comprising of technical and financial proposals for task, in two separate sealed envelopes or through email with passcode protection in financial proposal (passcode of the financial proposal will be asked by DCRL team if the technical proposal is qualified) should reach the following address no later than **03:00 PM NST on 15<sup>th</sup> August 2022** to the Project Management Unit.

**National Project Director**

**Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)**

**Forestry Complex, Babarmahal, Kathmandu**

**Tel: 01 5320828, 5320857**

**Email: info.dcri@dofsc.gov.np**

2. Proposals that are received by *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Should you require further clarifications, kindly communicate with the contact person identified in the RFP document as the focal point for queries on this RFP.

*Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* looks forward to receiving your proposal and thanks you in advance for your interest in *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* procurement opportunities.

Yours sincerely,



Uddhaw Bahadur Ghimire  
National Project Director



## Annex I

### INSTRUCTIONS TO PROPOSERS

#### A. Introduction

##### Definitions

- a. "Contract" refers to the agreement that will be signed by and between the *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* and the successful proposer, all the attached documents thereto, including the General Terms and conditions and the appendices.
- b. "Day" refers to calendar day.
- c. "Government" refers to the Government of Nepal that will be receiving the services provided/rendered specified under the contract.
- d. "Instructions to Proposers" (Annex I 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.
- e. "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.
- f. "Proposer" refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* through this RFP.
- g. "RFP" refers to the Request for Proposals consisting of instructions and references prepared by *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- h. "Services" refers to the entire scope of tasks and deliverables requested by *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* under the RFP.
- i. "Supplemental Information to the RFP" refers to a written communication issued by *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* 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.
- j. "Terms of Reference" (ToR) refers to the document included in this RFP as Annex II 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 service expected of the successful proposer.

## 1. General

The Mid hill mountain catchments are prone to multi-hazards (drought, landslides and floods) and impacts are magnified by the extreme changes in climatic conditions. The increased frequency of flood and landslide disasters causing extensive damages on economy, life, properties, and consequently on livelihood. At the other extreme, water scarcity and droughts also pose a threat to the agriculture-reliant livelihoods. Climate change is increasing the temporal and spatial variability of rainfall and runoff, thus intensifying the problem of excess water during the monsoon and water scarcity during the dry season which is threatening on food security. Using an Integrated Watershed Management approach for planning, implementation, and resilient livelihood development GON/UNDP/GEF is implementing a pilot project “Developing climate resilient livelihoods in the vulnerable watershed in Nepal” (DCRL) in Lower Dudhkoshi watershed covering 8 local government units (Palikas) of Khotang and Okhaldhunga districts. The project envisioned systematic intervention of IWM programs through enabling policy, institutional arrangement, and application of modern tools and techniques. As a part of this, watershed condition assessment using modern tools and techniques is one of the important initiatives of the project to capture the essence of watershed conditions assessment through application of modern tools, techniques, and methodologies. The watershed condition assessment methodology play the vital role to understand the physical and biological characteristics and processes that affect the ecological, social, and economic functions in the context of climate change and also provide the foundational role for priority intervention using limited budget and resources.

Integrated Watershed Management is an ever-evolving practice and involves diverse management approaches for the restoration of functional integrity of watersheds through managing land, water, biota, and others resources in a sustainable way. Further, impacts of climate changes have also aggravated the problems in most of the watersheds and connecting the linkages of climate change for watershed condition assessment is becoming essential. The systematic plan of interventions to address all these multi-facets problems may effective once the watershed conditions are assessed using appropriate methodologies and guidelines. The application of previously developed guidelines, methodologies has shortcoming to address all above mentioned multifaced problems and has realized the appropriate assessment guidelines, methodologies using emerging tools and techniques. Keeping all these contexts, DCRL project has taken proactive steps to prepare the appropriate watershed conditions assessment methodologies and practical guidelines through the incorporation of modern, adaptive skills, knowledge, and techniques.

*Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* is soliciting proposal from interested firms/companies to provide the service of:

*Revision of Climate Responsive Watershed Condition Assessment Methodologies and Guidelines for Integrated Watershed Management,*

## 2. Cost of proposal

The Proposer shall bear all costs associated with the preparation and submission of the proposal and, *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

## **B. Solicitation Documents**

### **3. Contents of solicitation documents**

Proposal must offer services for each requirement. Proposal offering only part of the requirement will be accepted. The Proposer is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Proposer's risk and may affect the evaluation of the Proposal.

### **4. Clarification of solicitation documents**

A prospective Proposer requiring any clarification of the Solicitation Documents may notify the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* entity in writing at the organisation's mailing address indicated in the RFP.

Contact details for inquiries (written inquiries only): *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL) Procurement Unit*, [info.dcr1@dofsc.gov.np](mailto:info.dcr1@dofsc.gov.np)

Subject line of Email:

*Revision of Climate Responsive Watershed Condition Assessment Methodologies and Guidelines for Integrated Watershed Management,*

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on 10<sup>th</sup> August 2022. *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* shall response of inquiries through DCRL official website ([www.dcr1.dofsc.gov.np](http://www.dcr1.dofsc.gov.np)) by 12<sup>th</sup> August 2022.

**Inquiries received after the above date and time shall not be entertained.**

Any delay in *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* response shall be not used as a reason for extending the deadline for submission, unless *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* determines that such an extension is necessary and communicates a new deadline to the Proposers.

Note: This email address is officially designated by *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)*. The subject line of the email for query should be same as mentioned above.

*Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* shall have no obligation to respond, nor can *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* confirm that the query was officially received.

- When inquiries are sent with the different subject line even to the designated email address.
- When inquiries are sent to other person/s or address/es, even if they are *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* staff.
- For queries for which information is already available in the bidding document.

## 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the Solicitation Documents by amendment.

In order to afford prospective Proposers reasonable time in which to take the amendments into account in preparing their offers, the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* entity may, at its discretion, extend the deadline for the submission of Proposals.

All amendments to the Solicitation Documents, if any will be uploaded in the website mentioned above.

## C. Preparation of Proposals

### 6. Language of the proposal

The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* entity shall be written in English language, in case and otherwise prescribed in the ToR. Any printed literature furnished by the Proposer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

### 7. Documents comprising the proposal

The Proposal shall comprise of the following components:

- a) Proposal submission form
- b) Profile of the organization, including organizational structure and policies

- c) Valid registration certificate (At least operation for 5 years in undertaking assessments, studies, inventory, assignments related to climate change, disaster risk management, watershed management, integrated policy research and other relevant assignments)
- d) VAT certificate
- e) Latest Tax Clearance Certificate
- f) Signed CVs of the proposed team
- g) Operational and technical part of the Proposal, including documentation to demonstrate that the Proposer meets all requirements
- h) Price schedule, completed in accordance with clauses 8 and 9,
- i) Audit report of the organization for last two fiscal year
- j) Evidence of past experiences
- k) List of experience of managing similar contracts value cumulative of USD 10,000 or above in the past considering proven experience and expertise in research initiative issue related to climate change, and watershed management issue with sector focus on the government system, government line agencies, UN, INGOs in the field

## 8. Proposal form

The Proposer shall structure the operational and technical part of its Proposal as follows:

### (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Proposer's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Proposer should comment on its experience in similar projects and identify the person(s) representing the Proposer in any future dealing with the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* entity.

### (b) Resource plan

This should fully explain the Proposer's resources in terms of personnel (Team Leader, Experts and Analysts) and facilities necessary for the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

### (c) Proposed methodology

This section should demonstrate the Proposer's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any financial pricing information whatsoever on the services offered. Financial information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Proposer's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Proposer considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

**9. Proposal prices**

The Proposer shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

**10. Proposal currencies**

All prices shall be quoted in **NPR** (Nepalese Rupee).

**11. Period of validity of proposal**

Proposals shall remain valid for **ninety (90) days** after the date of Proposal submission prescribed by the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* entity may solicit the Proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Proposer granting the request will not be required nor permitted to modify its Proposal.

**12. Format and signing of proposal**

Proposal shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorised to bind the Proposer to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Proposer, in which case such corrections shall be initialled by the person or persons signing the Proposal.

**13. Payment**



*Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* shall make payments to the Contractor after acceptance by *Developing Climate Resilient Livelihoods in the Vulnerable Watersheds in Nepal (DCRL)* of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

#### **D. Submission of Proposal**

##### **14. Sealing and marking of proposal**

(a) The outer envelope shall be (if submission of hard copies proposals):

Addressed to:

**National Project Director**

***Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL),  
Forestry Complex, Babarmahal, Kathmandu, Nepal***

##### **Marked with Task:–**

*Revision of Climate Responsive Watershed Condition Assessment Methodologies and Guidelines for Integrated Watershed Management,*

(b) The proposal shall contain the information specified in Clause 8 (*Proposal form*) above. The inner envelope shall include the price schedule duly identified as such.

##### **15. 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 *Development of project baseline videos of Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* 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 *Development of project baseline videos of Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)*, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)*.

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 *of Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)*.

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.

In the joint venture, consortium or association, the organization strengths and or eligibility criteria shall be counted from the lead organization only. Failure to present eligibility criteria by the lead organization will subject to disqualification of the proposal.

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 *of Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* as the most responsive Proposal that offers the best value for money, *of Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* 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.

#### **16. Deadline for submission of proposal**

Proposals must be received by the procuring *of Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* entity at the address specified under clause *Sealing and marking of Proposals* no later than 15<sup>th</sup> August 2022, 3:00 PM Nepal Standard Time (NST). If the deadline for proposal submission falls under public holiday, then the next working day will be added up.

The procuring *of Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring *of Developing Climate Resilient Livelihoods in*

*Vulnerable watersheds in Nepal (DCRL)* entity and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.

**17. Late Proposal**

Any Proposal received by the procuring of *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

**18. Modification and withdrawal of Proposal**

The Proposer may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring of *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* entity prior to the deadline prescribed for submission of Proposal.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposal and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form.

**E. Opening and Evaluation of Proposal**

**19. Opening of proposal**

The procuring entity will open the Proposal in the presence of a Committee formed by the Head of the procuring of *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* entity.

**20. Clarification of proposal**

To assist in the examination, evaluation and comparison of Proposal, the Purchaser may at its discretion, ask the Proposer for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

**21. Preliminary examination**

The Purchaser will examine the Proposal to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proposer does not accept the

correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser’s determination of a Proposal’s responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

## 22. Evaluation and comparison of proposal

The Proposals will be evaluated on the basis of ‘Combined Scoring method’ that will give due consideration where the technical proposal i.e. education in required field, work experience in relevant field, proven capacity on assessment on related work at international and national level will be weighted a maximum of 70% and combined with the financial proposal offer which will be weighted a maximum of 30%.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and RFP. A technical proposal can be considered as qualified or acceptable according to the score obtained in terms of how it meets the technical criteria stipulated in the RFP.

The points for the Financial Proposal will be allocated as per the following formula:

$$\frac{\text{Lowest Bid Offered} *}{\text{Bid of the Firm/Proposer}} \times 300$$

\* “Lowest Bid Offered” refers to the lowest price offered by Proposers scoring at least 70% points in technical evaluation.

### **Technical Evaluation Criteria**

<b>Summary of Technical Proposal Evaluation Forms</b>		<b>Score Weight</b>	<b>Points Obtainable</b>
1.	Expertise of Firm/Organization	15%	150
2.	Proposed Methodology, Approach and Implementation	20%	200
3.	Key personnel (Human Resources to be engaged)	35%	350
	<b>Total</b>	<b>70%</b>	<b>700</b>

The organization are highly encouraged with the inclusive team composition.

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

**Form 1: Expertise of Firm / Organisation Submitting Proposal**

The minimum experience of the firm/expert should be as described in the detail ToR.

**Form 2: Proposed methodology, approach and implementation**

Please provide a detailed description of the methodology for how the organisation/firm/expert will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

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.

The Proposer shall submit Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timings.

**Form 3: Management structure and key personnel**

Describe the overall management approach and structure toward planning and implementing this activity.

Provide a spreadsheet to show the activities of each staff member and the time allocated for his/her involvement.

Provide the signed CVs for key personnel (Team Leader/Watershed Expert, Geologist) that will be provided to support the implementation of this work. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

**Key position of technical personnel for package and the expected qualifications are described in the detail ToR.**

**Form 4: Scoring System of Technical Proposal:**

**4.1 Expertise of Firm/Organization**

SN	Evaluation Criteria	Maximum Obtainable Marks
<b>Overall concord between ToR requirements and proposal, Quality of the proposal (Points Obtainable 150 Points)</b>		
1	Reputation of Organization (Competence)	30
2	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	30
3	Relevance	35
4	Specialised Knowledge of the Organization	45
5	Work for UNDP/major multilateral/or bilateral programmes	10
	<b>Total for concord between ToR requirements and proposal, Quality of the proposal (A)</b>	<b>150</b>

**4.2 Proposed Methodology, Approach and Implementation**

SN	Evaluation Criteria	Maximum Obtainable Marks
<b>Relevant experience in assessments, studies, inventory, assignments related to climate change, disaster risk management, watershed management, integrated policy research and other relevant assignments (Points Obtainable 200 Points)</b>		
1	Understanding of Job/Assignment	25
2	Elaboration/Explanation of the key contents of the assignment	20
3	Balanced and adequate description of ToR/Scope of work	40
4	Evidence on Organizational Experience on similar assignments and reflection on proposal	40
4.1	2-5 years of experience (15 Points)	
4.2	5-8 years of experience (Maximum of 25 Points)	
4.3	Above 8 years of experience (Maximum of 40 Points)	
5	Appropriate methodologies adopted for the task/assignment (Sufficiency and appropriate)	50
6	Proposal structured with sequential activities, logical, coherent and realistic planning, facts and evidences are well cooperated	25
	<b>Total Proposed Methodology, Approach and Implementation (B)</b>	<b>200</b>

#### 4.3 Scoring for Key Personnel:

SN	Evaluation Criteria	Maximum Obtainable Marks
<b>Key Personnel (Points Obtainable 350 Points)</b>		
<b>1</b>	<b>Team Leader</b>	
1.1	Education Qualification as per ToR (Masters-25 points, PhD-40 points)	40
1.2	Track record of leading multi-disciplinary team, experience on physical environmental degradation, multi hazards vulnerability and risk, environmental vulnerability assessment and related assignments	60
1.2.1	Past Experience in similar assignments	
1.2.2	up to 3 track records (20 points)	
1.2.3	up to 5 track records (Maximum of 40 points)	
1.3	Professional Experience in physical environmental degradation, multi hazards vulnerability/environmental vulnerability watershed management, forestry	60
1.3.1	5-7 years of experience (20 Points)	
1.3.2	7-10 years of experience (Maximum of 40 Points)	
1.3.3	11 and above (Maximum of 60 Points)	
1.4	Professional Quality on similar assessment, Language reflected on the proposal	30
<b>Sub-Total for Team Leader</b>		<b>190</b>
<b>2</b>	<b>Geologist (150)</b>	
2.1	Education Qualification as per ToR	30
2.2	Track record of engagement in similar assignments related to watershed management	50
2.2.1	up to 3 track records (30 points)	
2.2.2	up to 5 track records (Maximum of 40 points)	
2.2.3	6 and above (Maximum of 50 Points)	
2.3	Professional Experience in watershed management	50
2.3.1	5-7 years of experience (30 Points)	
2.3.2	7-10 years of experience (Maximum of 40 Points)	
2.3.3	11 and above (Maximum of 50 Points)	
2.4	Professional Quality on supporting/assisting integrated watershed management related assessments	20
<b>Sub-Total for Geologist</b>		<b>150</b>
<b>5 points each for proposing women technical experts in key personnel</b>		<b>10</b>
<b>Total for Key Personnel (C)</b>		<b>350</b>

**23. Award criteria, award of contract**

The procuring *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer or any obligation to inform the affected Proposer or Proposers of the grounds for the Purchaser's action.

**24. Signing of the contract**

Within 7 days of receipt of the contract the successful Proposer shall sign and date the contract and return it to the Purchaser.



## Terms of Reference

### Revision of Climate Responsive Watershed Condition Assessment Methodologies and Guidelines for Integrated Watershed Management

**Type:** Consulting Firm

**Location:** Kathmandu with Travel to Field

**Additional Category:** Resilience and Climate Change

**Starting Date:** 18 August 2022

**Duration:** 20 days over 1 month

### BACKGROUND

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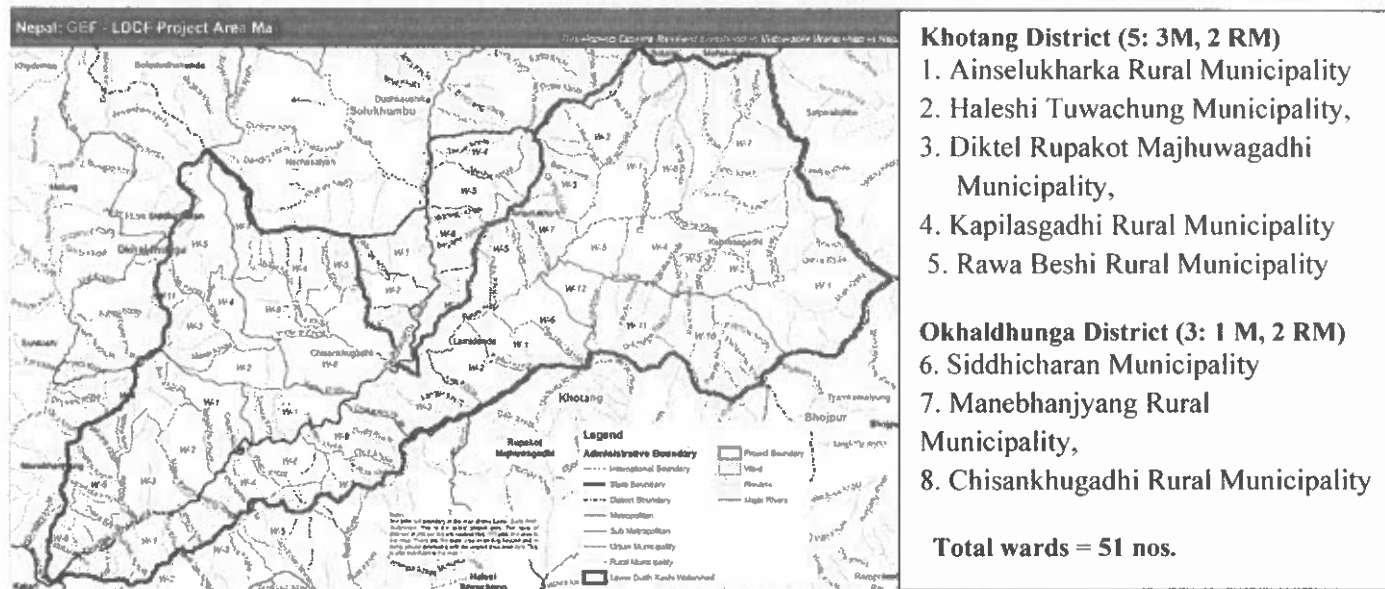
The Mid hill mountain catchments are prone to multi-hazards (drought, landslides and floods) and impacts are magnified by the extreme changes in climatic conditions. The increased frequency of flood and landslide disasters causing extensive damages on economy, life, properties, and consequently on livelihood. At the other extreme, water scarcity and droughts also pose a threat to the agriculture-reliant livelihoods. Climate change is increasing the temporal and spatial variability of rainfall and runoff, thus intensifying the problem of excess water during the monsoon and water scarcity during the dry season which is threatening on food security. Using an Integrated Watershed Management approach for planning, implementation, and resilient livelihood development GON/UNDP/GEF is implementing a pilot project “Developing climate resilient livelihoods in the vulnerable watershed in Nepal” (DCRL) in Lower Dudhkoshi watershed covering 8 local government units (Palikas) of Khotang and Okhaldhunga districts. The project envisioned systematic intervention of IWM programs through enabling policy, institutional arrangement, and application of modern tools and techniques. As a part of this, watershed condition assessment using modern tools and techniques is one of the important initiatives of the project to capture the essence of watershed conditions assessment through application of modern tools, techniques, and methodologies. The watershed condition assessment methodology play the vital role to understand the physical and biological characteristics and processes that affect the ecological, social, and economic functions in the context of climate change and also provide the foundational role for priority intervention using limited budget and resources.

Integrated Watershed Management is an ever-evolving practice and involves diverse management approaches for the restoration of functional integrity of watersheds through managing land, water, biota, and others resources in a sustainable way. Further, impacts of climate changes have also aggravated the problems in most of the watersheds and connecting the linkages of climate change for watershed condition assessment is becoming essential. The systematic plan of interventions to address all these multi-facets problems may effective once the watershed conditions are assessed using appropriate methodologies and guidelines. The application of previously developed guidelines, methodologies has shortcoming to address all above mentioned multifaced problems and has realized the appropriate assessment guidelines, methodologies using emerging tools and techniques. Keeping all these contexts, DCRL project has taken proactive steps to prepare the appropriate watershed

conditions assessment methodologies and practical guidelines through the incorporation of modern, adaptive skills, knowledge, and techniques.

## PROJECT AREA

The project area is Lower Dudhkoshi watershed located in between Khotang and Okhadhunga districts which comprises total 8 municipalities in both districts. The detail of the project area is shown below.



*Figure: The project area (Lower Dudhkoshi watershed)*

## RATIONALE OF THE STUDY

Watershed management was started institutionally with the establishment of Department of Soil Conservation and Watershed Management (DSCWM) in 1974. DSCWM recognized the need of practical guideline for watershed management planning to guide the program implementation and prepared based on available knowledge, skill, experience, data, tools and techniques. Some of the important are: Program/activity definition, objective, and working strategy in 2015, Sub- watershed Management Planning Guideline (2016), Guideline on Landslide Treatment and Mitigation (2016). After the state restructuring in 2017, the watershed management related roles and responsibilities were distributed among 3 tiers of governments (Federal, Province and Local). The Department of Forest and Soil Conservation (DoFSC), at the federal level, has been planning, implementing and monitoring of soil conservation and watershed management (SCWM) programs at the basin scale following integrated watershed management (IWM) approach emphasized by the National Forest Policy (2019), Forestry Sector strategy (2019-2025), National Climate Change Policy (2019), Environment Policy 2020 in the changed context. The diverse nature of activities to enhance land productivity, livelihood improvement, water resource development, ecosystem balance, and geo-hazard however, limited emphasis on adverse impacts of climate change to the ecosystem and the communities. Understanding on watershed conditions assessment for priority interventions and functional restoration of watershed is prerequisite, however, the suitable methodology and techniques on climate responsive watershed management is still lacking.

User-friendly decision support systems (DSS) or multiple-criteria decision-making (MCDM) technique are either missing or inadequate to watershed managers and planners to evaluate adjustable watershed management strategies, guidelines, methodologies while accounting for the interests and goals of several stakeholders.

All such scenarios reflects that there is urgent need to update the existing watershed condition assessment methodology to address the multi-faced problems. Keeping this importance, this assignment is focused to review the existing methodologies to take stock of climate resilient approaches, extract the gaps and develop the appropriate guidelines and methodologies to prepare the robust and practical guidelines applicable for watershed condition assessment and effective implementation of the IWM programs in the changed context.

## **OBJECTIVES OF THE ASSIGNMENT**

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The main objective of this assignment is to develop the robust, comprehensive practical methodologies and guidelines for watershed condition assessment that addresses the evolving climate risk and vulnerability by providing a foundation of risk informed program planning and intervention. The specific objectives includes to;

- Assess and review the existing available guidelines and methodologies to undertake the watershed condition assessment, sub watershed planning, and take stock of gaps based on analytical evidence of available documents on watershed condition assessment.
- Prepare the robust, comprehensive practical methodologies and guidelines for watershed condition assessment for climate responsive watershed management.

## **SCOPE OF WORK**

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The scope of work includes;

- i. **Stock taking with Analytical work:** Proper desk study and interview/interactions, joint meeting shall be conducted to collect the existing watershed condition methodologies and guidelines available to date. The team of experts shall go through detailed review of all relevant documents. Inception report will be shared that outlines detail approach and methodology, workplan, and challenges for the assessment
- ii. **Developing Suitable Methodology:** To assess the watershed condition, biophysical and socio-economic, climatic and other pertinent data are essential. Based on both secondary and field based data, the watershed condition is suggested to analyse. In order to achieve this, develop the suitable methodologies and operational procedures for the following thematic areas (however, but not limited to) applicable for watershed condition assessment:
  - a. Landslide Hazard Assessment methodology\*<sup>1</sup>
  - b. Surface Erosion mapping methodology
  - c. Flood Risk Assessment methodology \*<sup>1</sup>
  - d. Drought Assessment methodology\*<sup>1</sup>
  - e. Land Degradation Assessment methodology\*<sup>1</sup>

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\*<sup>1</sup> The assessment methodology developed by Institute of Engineering shall be contextualized

- f. Environmental Vulnerability Assessment methodology\*<sup>1</sup>
- g. Climate Vulnerability Assessment

- iii. **Stepwise Guideline Preparation:** Prepare the stepwise procedural hands-on manual to develop the final outputs in each thematic area (in accordance with reference theme as of II above).
- iv. **Consultation and dissemination:** Consult Technical Working Group (TWG) formulated by the project and concerned government officials at federal and provincial level in due course of formulation of watershed assessment methodology and guidelines. The developed methodology and stepwise procedures shall be shared among the Technical working Group and concerned government officials to make it at acceptable standard.

## 6. METHODOLOGY

The consultant will adopt the following methodologies for the assignment:

- I. **Stock Taking, Consultation, workshop and analytical review:** Conduct stock taking of existing guidelines and documents related to watershed condition assessment methodology. Carry out consultation meeting/workshop/interaction with DOFSC, Technical Working Group and other concerned stakeholders. Review the existing watershed assessment methodology and guideline,
- II. **Gap analysis:** On the basis of the secondary review/scenario analysis and feed back from the consultation/interaction, identify the gaps in the existing watershed assessment methodology and guidelines for achieving 3<sup>rd</sup> priority programmes of the National Adaptation Plan (2021-2050) in the watershed conservation sector i.e. Integrated sub-watershed management for climate resilience and increased water availability and agricultural productivity
- III. **Prepare Assessment Methodology and Guidelines:** Based on the analytical synthesis and taking account of inputs from stakeholders, develop the revised/updated methodology and guideline for watershed condition assessment. Also refer the hazards and environmental vulnerability assessment methodology adopted by Institute of Engineering.
- IV. **Validation/Dissemination/ sharing:** validate/disseminate/ share the revised methodology and guidelines among the concerned officials, stakeholders, and communities.

## 7. EXPECTED DELIVERABLES AND TIMELINE

Following are the expected deliverables and timeline for each deliverables that the consultant shall implement in order to produce better results within the given timeframe:

SN	Activities	Deliverables	Delivery Timeframe
1.	<b>Inception report submission</b>	<ul style="list-style-type: none"> <li>• Inception report with detailed work plan, data requirement; methodology and timeline;</li> </ul>	Within 5 days after signing the contract
2.	<b>Draft report on watershed assessment</b>	<ul style="list-style-type: none"> <li>• Ensure sufficient consultation with concerned federal and provincial government officials</li> </ul>	Within 20 Days after signing the contract

SN	Activities	Deliverables	Delivery Timeframe
	methodology and guidelines	<ul style="list-style-type: none"> <li>Submission of final draft of report on watershed assessment methodology and guidelines and make a presentation among DoFSC and concerned official and TWG</li> </ul>	
3.	Final Report	<ul style="list-style-type: none"> <li>Submission of final report on watershed assessment methodology and guidelines after incorporating feedback from TWG and concerned government officials in the final draft report</li> </ul>	Within 30 days after signing the contract

## 8. REQUIRED QUALIFICATION AND EXPERIENCE

The proposing consultancy firm must have the following qualification and experiences:

- At least operation for 5 years in undertaking assessments, studies, inventory, assignments related to climate change, disaster risk management, watershed management, integrated policy research, and other relevant assignments.
- Evidence of managing similar contracts value of USD 10,000 or above in the past.
- Demonstrate the analytic capacity and ability to process, analyse and synthesise complex, technical information to produce high quality reports.
- Proven expertise and experience in research initiative issue related to climate change, and watershed management issue with sector focus on the government system.
- Experience working with and in partnership with government line agencies, UN, INGOs in the field of climate change, watershed, forestry and natural resources.

## 9. REQUIRED QUALIFICATION OF TECHNICAL EXPERTS

EXPERTS	QUALIFICATIONS & Work Experience	ROLES & RESPONSIBILITIES
Team Leader/Watershed Expert	<ul style="list-style-type: none"> <li>• Masters in Forestry, watershed management, Natural resource Management or related field; (PhD in any of above mentioned discipline is preferred)</li> <li>• Completed at least 3 similar assignments in the past</li> <li>• S/he must have minimum of 10 years proven experience in the related disciplines, and prior experience in watershed condition assessment</li> <li>• Must have strong skills on watershed related assessments and multi-stakeholder consultations;</li> <li>• Proven experience in leading a team of experts on similar assignments as per the scope of the work</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate and liaison with project team, relevant stakeholders etc.</li> <li>• Consultation with TWG, DFSC, BMCs and provincial SWMO for finalization of parameter and methodology</li> <li>• Development/revision of watershed condition assessment methodology and guideline</li> <li>• Ensure the quality of the assignment, track the progress. and accomplish on time</li> <li>• Disseminate/share the revised methodology and guidelines among DOFSC and concerned officials</li> </ul>

EXPERTS	QUALIFICATIONS & Work Experience	ROLES & RESPONSIBILITIES
		<ul style="list-style-type: none"> <li>• Hanover the guideline to DCRL</li> </ul>
<b>Geologist</b>	<ul style="list-style-type: none"> <li>• Masters in Geology or Engineering Geology</li> <li>• Completed similar assignments in the past</li> <li>• S/he must have minimum of 5 years proven experience in the related disciplines, and prior experience in watershed condition assessment</li> <li>• Must have strong skills on watershed related assessments and multi-stakeholder consultations;</li> </ul>	<ul style="list-style-type: none"> <li>• Technical support to the team leader in preparation of watershed condition assessment methodology and guidelines</li> <li>• Consultation with TWG, DFSC, BMCs and provincial SWMO for finalization of parameter and methodology</li> <li>• Ensure the quality of the assignment, track the progress. and accomplish on time</li> </ul>

## 9. DURATION OF THE ASSIGNMENT AND REMUNERATION

The contract duration will be maximum of 20 days spread over 1 month after the signing of contract. The consultant will submit a complete work-plan with description of activities, final deliverables and time frame in close consultation with the project team and will be shared in the inception report. The remuneration of the consultant will be paid as per the schedule of payment given below based on prevailing norms of the project.

## 10. COST ESTIMATE

Total cost of the proposed assignment is NRS ..... as the details given below:

SN	Particular	Unit	Quantity	Rate (NRs)	Amount (NRs)	Remarks
1	<b>HR Remuneration</b>					
	Watershed Expert	days	20			
	Geologist	days	10			
<b>Sub Total (A)</b>						
2	DSA for field visit	days	7			
3	Vehicle rental for field visit	days	7			

SN	Particular	Unit	Quantity	Rate (NRs)	Amount (NRs)	Remarks
4	Consultation and draft guideline sharing Meeting	events	2			25 participants each; proposed event
<b>Sub-Total (B)</b>						
5	VAT (13%)					
<b>GRAND TOTAL</b>						
<b>In words: ..... rupees only.</b>						

## 11. SCHEDULE OF PAYMENT

The payments will be delivery-based on progress submitted by consultant as follows:

Instalment	Milestone	Payments
1 <sup>st</sup>	Submission of inception report and presentation	20%
2 <sup>nd</sup>	Submission and presentation of draft version of guideline	60 %
3 <sup>rd</sup>	Acceptance of Final Report	20%

## 12. WORKING ARRANGEMENT

The expert will work under the overall direction of National Project Director and day to day supervision of the National Project Manager. The technical expert will work closely with and under the guidance of the Senior Technical Advisor. Additionally, will further receive guidance from UNDP Portfolio Manager and Programme Analyst in the overall guidance to complete the assignment. The technical expert will be given access to relevant information necessary of execution of the tasks under this assignment. The experts will be responsible for providing his/her own working station (i.e. laptop, internet, phone, printer/scanner etc.) and must have access to a reliable internet connection. The consultant should contact himself with the concerned officials for consultation to acquire the relevant information related to this assignment in close coordination with National Project Manager and Senior Technical Advisor. The experts should also be available for virtual meetings organized by the project with project partners.

## 13. SUBMISSION OF PROPOSAL

A consultancy firm/NGO needs to submit following documents while applying for the assignment:

- i. Technical and Financial Proposal (in separate sealed envelop)
- ii. Firm/NGO Registration Certificate
- iii. VAT Certificate and Tax clearance certificate
- iv. Firm/NGO Audit report
- v. Brief profile of the firm/NGO including evidence of past experiences
- vi. Signed resume of the proposed expert for the assignment





## Annex IV

### TECHNICAL PROPOSAL FORMAT

#### i) RFP Information

##### RFP Title:

*Revision of Climate Responsive Watershed Condition Assessment Methodologies and Guidelines for Integrated Watershed Management,*

#### Basic Organization Information

Name of the organization:

Contact person's name:

Contact details :

Telephone:

E-mail:

Address:

#### ii) Organizational Profile:

*Provide brief information on the structure of your organization and the field(s) and location(s) in which your organization operates. (Maximum of one pages)*

#### iii) Organization's Experience

*Provide a detailed information on organizational expertise and previous work your organization has undertaken in the field of similar baseline survey. (Maximum of two pages)*

#### iv) Technical Proposal

*Provide a detailed description of how your organization proposes to implement the above ToR. (Maximum of five pages) Please include the following:*

- A) A detailed implementation schedule (work plan), manpower schedule, and narrative on how you would approach/ intend to meet the deliverables mentioned in the TOR.*
- B) A detailed outline of the approach taken to supervise and monitor the project to ensure all components can be delivered on time and to a high quality.*
- C) Identification of any risks and/or obstacles your organization may encounter while undertaking this project, how they may impact your ability to meet the deliverables, and how you might address these to ensure successful delivery.*

**v) Human Resources**

*Provide details of the human resources of your organization that will be employed to undertake this task. Submission of CVs of all members of proposed team is highly recommended. (Including signed CVs of expert)*

**Annex V**

**PRICE SCHEDULE**

The Proposer is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14(b) of the Instruction to Proposers.

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

The specification has been developed for different packages. The name and number of packages shall be clearly mentioned in the proposal cover page, cover letter and inside proposal.

*Revision of Climate Responsive Watershed Condition Assessment Methodologies and Guidelines for Integrated Watershed Management,*

The format shown on the following pages should be used in preparing the price schedule. 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**

**Refer to the scope of works and deliverables in detail ToRs.**

**Financial Proposal**

SN	Particular	Unit	Quantity	Rate (NRs)	Amount (NRs)	Remarks
1	<b>HR Remuneration</b>					
	Watershed Expert	days	20			
	Geologist	days	10			
<b>Sub Total (A)</b>						
2	DSA for field visit	days	7			
3	Vehicle rental for field visit	days	7			
4	Consultation and draft guideline sharing Meeting	events	2			25 participants each; proposed event venue Kathmandu
<b>Sub-Total (B)</b>						
5	VAT (13%)					
<b>GRAND TOTAL</b>						
<b>In words: ..... rupees only.</b>						

(Amount in Word: .....)

***N.B. Administrative and all other associated costs need to be built into the respective line items proportionately. Number of lines may be added as per the requirement.***

*Acceptance of the proposed schedule of work and the timelines is a must and no deviation in the timeline is allowed.*

## **Annex VI**

### **GENERAL TERMS AND CONDITIONS IN EXECUTION OF THE TASK**

#### **1. Force Majeure**

Without prejudice to their rights the *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* and the party shall not be held responsible nor suffer any financial loss should the performance of the party be delayed or prevented by an event of Force Majeure, which shall include, but not limited to strikes, riots, civil commotion, fire accident or any other incident beyond the control of either party hereto which neither party was aware of or could have foreseen at the time of the signing of this contract. In event of an occurrence of the Force Majeure, either party shall notify the other of the event and during such event the rights and obligations of either party shall automatically be suspended.

#### **2. Arbitration**

Any dispute arising out of or in connection with this task not settled by mutual understanding shall be submitted to arbitration to three arbitrators. Each party shall appoint one arbitrator and the two arbitrators thus appointed shall agree on the third one. The arbitrators shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

#### **3. Termination**

Either party may terminate this contract at any time by giving the other party fourteen (14) days notice in writing of the intention to do so. In the event of such termination, the party shall be compensated for the actual amount of work performed, upon valid justification for termination, by *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* on a pro rata basis.

#### **4. Law Applicable**

This contract shall be governed by the law of Government of Nepal and project guidelines.

#### **5. Independent Relationship**

Nothing contained in the contract shall be construed as establishing or creating between *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* and the party relationship of master and servant or principal and agent, it being understood that the party is an independent person vis-a-vis *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)*.

#### **6. Party's General Responsibilities**

- a. The party shall carry out work under the contract with due diligence and efficiency and in conformity with the highest standards of professional and ethical competence and integrity.

- b. The party shall be responsible for the professional and technical work carried out by him/her in the implementation of this task.

**7. Workmen's compensation and other insurance**

The party shall make his/her own arrangements regarding insurance for medical expenses and for accident, death and permanent disability for the period of the task. All costs involved will be borne by the party.

**8. Source of Instruction**

The party shall neither seek nor accept instructions from any authority other than *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* and UNDP's authorized agent in connection with the work under the contract.

**9. Prohibition on conflicting activities**

The party shall ensure that he/she will not directly/indirectly engage in any activity that would conflict with those of *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* in respect of this project.

**10. Officials not to benefit**

The party warrants that no UNDP or *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* official has been or will be admitted by him/her to any direct/indirect benefit arising from this task or award thereof.

**11. Assignment**

The party shall not assign, transfer, pledge or make other disposition of the task or any other parts thereof or rights, claims or obligations under this task, without prior written approval of *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)*.

**12. Records, Accounts, Information and Audit**

- a. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- b. The party shall furnish, compile or make available at all times to *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* and UNDP any records or information, oral or written, which *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* may reasonably request for in respect of the work to be performed under this task.
- c. The party shall allow *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* and UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

### **13. Language**

Unless otherwise specified in the task, English language shall be used by the party in all written communications to *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* with respect to the services rendered and with respect to all documents procured or prepared pertaining to such services.

### **14. Confidential Nature of Documents**

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the party under this task be the property of *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)*, shall be treated by him/her as confidential and shall be delivered only to the duly authorized officials on completion of work under this grant. Under no circumstances shall the contents of such documents or data be made known to any unauthorized person without written approval of *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* and UNDP. Subject to the provision of this article, the party may retain a copy of the document (s) produced by him/her for his and universities record.

### **15. Amendments**

The terms and conditions of this task may amend only in writing signed by both parties to this task or their duly authorized representatives.

### **16. Obligation to inform *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* of changes in conditions**

The party shall promptly and fully notify *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* in writing of any conditions which interferes, or threatens to interfere, with successful carrying out of the services under this task. Such notice shall not however relieve the party of his/her obligations to continue to provide services under this task. On receipt of such notice, *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* shall take such action as in its sole discretion it considers to be appropriate or necessary under the circumstances.

### **17. Taxation**

The party shall be liable for any tax levied on the fee paid as per this task. Income tax on the remuneration and allowances paid to the party will be deducted at source.

### **18. Right of *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)***

In case of failure by the party to fulfil its obligations under the terms and conditions of execution of task, including but not limited to failure to obtain necessary or to make delivery of all or part of the services by the agreed delivery date or dates, *Developing Climate Resilient Livelihoods in Vulnerable*

*watersheds in Nepal (DCRL)* may, after giving the party reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the services from other sources, in which event *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* may hold the party responsible for any excess cost occasioned thereby.
- b. Refuse to accept delivery of all or part of the services.
- c. Cancel the contract without any liability for termination charges or any other liability of any kind of *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)*.

**19. Late Delivery**

Without limiting any other rights or obligations of the party hereunder, if the party will be unable to deliver the services by the delivery date(s) stipulated in the ToR, the party shall (i) immediately consult with *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)* to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the party's cost (unless the delay is due to Force Majeure), if reasonably so requested by *Developing Climate Resilient Livelihoods in Vulnerable watersheds in Nepal (DCRL)*.

**20. Settlement of Disputes**

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, the task or the breach, termination or invalidity thereof.



## Annex VII

### STATEMENT OF COMPLIANCE WITH TERMS AND CONDITIONS

**MUST BE DULY COMPLETED AND RETURNED WITH PROPOSAL.**

Please confirm acceptance of the following:

ITEM	DESCRIPTION	ACCEPTED (Y/N)
<b>CONDITIONS:</b>	Instruction to Proposers – Annex I	
	Terms of Reference (ToR) – Annex II	
	Proposal Submission Form – Annex III	
	Technical Proposal Format – Annex IV	
	Price Schedule – Annex V	
	General Terms and Conditions in Execution of the Task – Annex VI	
	Statement of Compliance with Terms and Condition – Annex VII	
<b>TIMELINE:</b>	Refer to detail ToR	
<b>PAYMENT TERMS:</b>	Refer to detail ToR	
<b>VALIDITY OF PROPOSAL:</b>	<u>Minimum</u> 90 days	
<b>CURRENCY OF PRICES</b>	<u>Must</u> be in Nepalese Rupees.	

**Submitted by:**

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal: