

Date: 13 October 2022

**Request for Proposal (RFP)**

**Reference No.: 007/DCRL/2022**

**Project Name: Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal**

Dear Proposers,

You are requested to submit a proposal for undertaking:

Review, Analyse, and Development of Revised Policy and Institutional Framework for PES and a feasibility Study on Payment for Ecosystem Services (PES) and potential Financing Mechanisms for 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) |

2. Your offer comprising of technical and financial proposals for the task, in two **separate sealed envelopes**, should reach the following address no later than **03:00 PM NST on 10<sup>th</sup> November 2022** to the Project Management Unit.

**National Project Director**

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

**Forestry Complex, Babarmahal, Kathmandu**

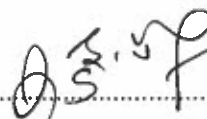
**Tel: 977-1-5320828, 5320857**

Proposals that are received by Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 Watershed in Nepal (DCRL) looks forward to receiving your proposal and thanks to you in advance for your interest in Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) procurement opportunities.

Yours sincerely,



Ganesh Paudel

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 Watershed 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 Watershed 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 Watershed 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 Watershed 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 Watershed 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

Among all physiographic regions of Nepal, the mountain regions are the most vulnerable, because warming trends are growing, and impacts are magnified by the extreme changes due to variation in altitude. The high mountain catchments of Nepal are particularly prone to drought, landslides and floods, due to coincidence of seasonal snow melt with the summer monsoon season. Climate change is intensifying the monsoon rainfall and increasing snow and glacial melt rates, which is contributing to increased frequency and severity of flood and landslide disasters which result in extensive economic, life and livelihood losses annually. At the other extreme, water scarcity and droughts also pose a threat to the agriculture-reliant livelihoods of these regions. 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, increasing economic damages to agriculture, property, and the environment, disrupting lives and livelihoods and threatening food security.

A long-term solution to this climate change problem is to rehabilitate and maintain the functional integrity of watersheds that have critical functions of water storage and release, infiltration, drainage control and soil moisture retention. Using watersheds as organizing units for planning and implementation of natural resource management and resilient livelihood development is an approach to effectively tackle an immediate and long-term climate risk reduction issues, in relation to floods and droughts. Taking watershed management concerns into consideration GON/UNDP is implementing "Developing climate resilient livelihoods in the vulnerable watershed in Nepal" in Dudhkoshi watershed (area 844 Sq. Km, beneficiaries 121,606 people) covering total 8 local government units (Palikas) of Khotang and Okhaldhunga. The project mainly aims to address climate change induce hazards, introducing and scaling up integrated adaptive watershed management practices. The project has two outcomes:

1. Integrated Watershed Management Framework has been established to address climate change-induced floods and draughts, and
2. Integrated Watershed Management Practices introduced and scaled up in Lower Dudhkoshi watershed area.

Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) is soliciting proposals from interested firms/companies to provide the service of: **Review, Analyse, and Development of Revised Policy and Institutional Framework for PES and a feasibility Study on Payment for Ecosystem Services (PES) and potential Financing Mechanisms for 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 Watershed 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 Watershed in Nepal (DCRL) entity in writing at the organization's mailing address indicated in the RFP.

**Contact details for inquiries (written inquiries only):**

Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)  
Procurement Unit, [info.dcrl@dofsc.gov.np](mailto:info.dcrl@dofsc.gov.np)

Subject line of Email: Policy review and feasibility study on Payment for Ecosystem  
Services (PES)

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on 2<sup>nd</sup> November 2022. Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) shall respond inquiries on its website at [www.dcrl.dofsc.gov.np](http://www.dcrl.dofsc.gov.np) by 4<sup>th</sup> November 2022.

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

Any delay in *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 Watershed 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 Watershed in Nepal (DCRL)*. The subject line of the email for the query should be the same as mentioned above.

*Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* shall have no obligation to respond nor can *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 Watershed 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 Watershed 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 Watershed 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 Watershed 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 relevant experiences, structure, and policies and shall provide web links showcasing a range of similar assignment
- c) Submission of evidence (at least one) on a similar assignment
- d) Valid registration certificate
- e) VAT certificate
- f) Latest Tax Clearance Certificate
- g) Submission of the latest two-year's audit report
- h) Signed CVs of the proposed team members
- i) Operational and technical part of the Proposal, including documentation to demonstrate that the Proposer meets all requirements
- j) Price schedule, completed in accordance with clauses 8 and 9

## 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 Watershed in Nepal (DCRL)* entity.

### (b) Resource plan

This should fully explain the Proposer's resources in terms of personnel (Team Leader and environmental Economist) 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 that 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 Watershed 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 Watershed in Nepal (DCRL)* entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 authorized 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 initiated by the person or persons signing the Proposal.

**13. Payment**

*Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* shall make payments to the Contractor after acceptance by *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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:

Addressed to:

**National Project Director**

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

**Forestry Complex, Babarmahal, Kathmandu, Nepal**

#### **Marked with Task:**

Review, Analyse, and Development of Revised Policy and Institutional Framework for PES and a feasibility Study on Payment for Ecosystem Services (PES)

(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 *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 the Vulnerable Watershed 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 entities 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 *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* as the most responsive Proposal that offers the best value for money, *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity at the address specified under clause *Sealing and marking of Proposals* no later than 10<sup>th</sup> November 2022, 3:00 PM Nepal Standard Time (NST). If the deadline for proposal submission falls under a public holiday, then the next working day will be added up.

The procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity prior to the deadline prescribed for submission of the 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 the 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 *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* entity.

**20. Clarification of proposal**

To assist in the examination, evaluation, and comparison of the 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 that 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**

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The financial proposal of the Proposal will be opened only for submissions that passed the minimum technical score of 70% (98 points) of the obtainable score of 140 points in the evaluation of the technical proposals.

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

In the Second Stage, the price proposal of all Proposers that have attained minimum 70% score in the technical evaluation will be compared. The proposals will be evaluated on the basis of the "Combined Scoring Method". The points for the Financial Proposal will be allocated as per the following formula:

$$\frac{\text{Lowest Bid Offered*}}{\text{Bid of the Firm/Proposer}} \times 60$$

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

**Technical Evaluation Criteria**

| Summary of Technical Proposal Evaluation Forms |  | Score Weight | Points Obtainable |
|--|--|--------------|-------------------|
| 1.   | Overall concord between ToR requirements, Understanding of the assignment, and the overall Quality of the Proposal | 42.85%       | 60                |
| 2.   | Relevant experience of a firm/NGO in PES or PES-like projects and PES discourse and other relevant activities      | 14.30%       | 20                |
| 3.   | Qualifications, experiences, and competencies of expert/s as per required experiences and qualifications           | 42.85%       | 60                |
| <b>Total</b>                                   |  |              | <b>140</b>        |

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 CVs for key personnel (Team Leader, Natural Resource/Environmental Economist) 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 Scoring for Overall concord between ToR requirements, Understanding of the assignment, and the overall Quality of the Proposal: (60)

| <b>S.N.</b> | <b>Description</b>  | <b>Maximum Obtainable Marks</b> |
|-------------|---|---------------------------------|
| 1           | A clear understanding of the task reflected in the proposal   | 15                              |
| 2           | Coherence of objectives, methodology, and deliverables (Logical coherence between objectives, results, activities, and resources) | 25                              |
| 3           | Quality of the writing and formatting/documentation of the submitted proposals including other required documents                 | 10                              |
| 4           | Linkages of proposed timeline, and required deliverables  | 10                              |
|             | <b>Total</b>  | <b>60</b>                       |

4.2 Scoring for Relevant experience of a firm/NGO in PES or PES-like projects and PES discourse and other relevant activities: (20)

| <b>S. No.</b> | <b>Description</b>  | <b>Maximum Obtainable Marks</b> |
|---------------|---|---------------------------------|
| 1             | Prior relevant experience (PES policy review, feasibility study and relevant assignments) of the firm (Maximum 10 points), <ul style="list-style-type: none"> <li>No relevant experiences: 0 Points,</li> <li>1-2 experiences: 5 Points,</li> <li>above 2: 10 Points</li> </ul> | 10                              |
| 2             | Working experience with the Government of Nepal and UN agencies/INGOs <ul style="list-style-type: none"> <li>No relevant experiences: 0 Points,</li> <li>1-2 experiences: 5 Points,</li> <li>above 2: 10 Points</li> </ul>  | 10                              |
| <b>Total</b>  |   | <b>20</b>                       |

4.3 Scoring for Qualifications, experiences, and competencies of expert/s as per required experiences and qualifications: (60)

| <b>S.N.</b> | <b>Description</b>  | <b>Maximum Obtainable Marks</b> |
|-------------|---|---------------------------------|
| 1           | <b>Team Leader:</b> Master's degree in Economics/Management/Science, Forestry, or another related field. <ul style="list-style-type: none"> <li>Master's degree in Watershed Management, Forestry, Environmental Engineering/Management/Science, Forestry, and NRM: 10 Points</li> <li>Master's Degree in any other discipline: 5 Points</li> </ul> | 10                              |
| 2           | Below 5 years of experience (0)<br>5-10 years of relevant experience: 5 Points<br>10-15 years of relevant experience: 8 Points<br>15 years and above: 10 Points   | 10                              |
| 3           | Relevant experience on PES and similar assignments with UN agencies, World Bank, Governments, and INGOs. <ul style="list-style-type: none"> <li>No Experiences: 0 Points</li> <li>1-2 assignment experiences: 5 Points</li> </ul>   | 10                              |



|   |  |           |
|---|--|-----------|
|   | <ul style="list-style-type: none"> <li>• 2 and above assignment experiences: 10 Points</li> </ul>  |           |
| 4 | Writing skills related to the assigned task based on ToR (scoring will be done based on provided sample document and technical proposal)   | 10        |
| 5 | <b>Natural Resource/Environmental Economist:</b> Master's degree in Environmental Economics or another related field. <ul style="list-style-type: none"> <li>• Master's degree in Environmental Economics or relevant fields: 5 Points</li> <li>• Master's degree in any other discipline: 2 Points</li> </ul> | 5         |
| 6 | Below 5 years of experience: 0 Points<br>5 and above years of relevant experience: 5 Points  | 5         |
| 7 | Relevant experience on PES and similar assignments with UN agencies, Governments, and INGOs. <ul style="list-style-type: none"> <li>• No Experiences: 0 Points</li> <li>• 1-2 assignment experiences: 5 Points</li> <li>• 2 and above assignment experiences: 10 Points</li> </ul>                             | 10        |
|   | <b>Total</b>   | <b>60</b> |

### 23. Award criteria, award of contract

The procuring *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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.

## Annex II

### Terms of Reference

#### **Review, Analyze, and Development of Revised Policy and Institutional Framework for PES and a feasibility Study on Payment for Ecosystem Services (PES) and potential Financing Mechanisms for Watershed Management**

|                             |                                |
|-----------------------------|--------------------------------|
| <b>Type:</b>                | Consultancy Firm               |
| <b>Location:</b>            | Kathmandu with Travel to Field |
| <b>Additional Category:</b> | Resilience and Climate Change  |
| <b>Starting Date:</b>       | 30 October 2022                |
| <b>Duration:</b>            | 45 days till 30 December 2022  |

## Background

The Mid Mountain watersheds of Nepal are prone to multi-hazards (drought, landslides, and floods) and the impacts are magnifying due to its topographic settings, inappropriate anthropogenic activities, and adverse impacts of climate change. Climate change is intensifying the monsoon rainfall and is causing accelerated snow and glacial melt rates. The disastrous trends are increasing and contributing to more multi-hazard problems causing damages to agricultural land, physical assets, economic properties, and ecosystem services.

At the other extreme, water scarcity and climate-induced drought hazards have been emerging as one of the major challenges in the mid-hill watersheds in Nepal. The drought stresses in combination with other hazards and socio-economic conditions of local communities, the problem is exacerbating and making society more vulnerable, and sometimes becoming environmental causes of displacement. The temporal and spatial variability of rainfall and runoff is intensifying the problem of excess water during the monsoon and water scarcity during the dry season creating a serious threat to the farming system, and food security.

A long-term solution to this climate change problem is to rehabilitate and maintain the functional integrity of watersheds that have critical functions of water storage and release, infiltration, and drainage control with due emphasis on resilient livelihood development. Nepal is transferred into the federal system and the constitution of Nepal is giving the roles and responsibilities among three spheres of government for managing the natural resources, disaster risk, and climate change issues. The coordination and harmonization of policy and institutional frame, adoption of adaptive innovative technology, and building community stewardship are becoming critically important to address these multifaceted problems. To address this, a pioneering initiative is taken through Global Environment Facility (GEF)-Least Developed Country Fund (LDCF) project "Developing climate-resilient livelihoods in the vulnerable watershed in Nepal". The project is being implemented at the pilot scale in the Lower Dudhkoshi watershed, a major tributary of the Sunkoshi sub-basin, located in the eastern part of Nepal.

**Project Objective:** This project focuses on safeguarding vulnerable communities and their assets from climate change-induced disasters by applying a long-term, multi-hazard approach – with a particular stewardship role for women and marginalized communities. The project also aims to address the functional integrity of the pilot watershed through capturing the policy, institutional knowledge gaps, adoption of new tools and techniques, and interventions of multiple activities at the pilot scale.

**Project Working Area:** The project area is the confluence of Dudhkoshi and Sunkoshi at the boundary between Khotang and Okhaldhunga districts in the eastern part of the country in province 1. The project will focus on activities in the Lower Dudhkoshi watershed that comprises 844 sq.kms, 8 local government units “palikas” (5 at Khotang and 3 at Okhaldhunga), and 51 wards. The other adjoining watersheds Molung, Likhu, Sunkoshi canyon are being considered for watershed assessment.

**Payment for Ecosystem Services (PES):** PES is an incentive for the marketing of services provided by ecosystems and these services benefit human well-being. However, global environmental changes, in conjunction with change drivers, are affecting ecosystems’ ability to provide ecosystem services. The Millennium Ecosystem Assessment (MEA) ecosystem services (ES) are broadly defined as “the benefits people obtain from ecosystems”. Wunder (2005) defines PES “a voluntary transaction in which a well-defined Environmental Service (ES) is 'bought' by a (minimum one) ES buyer from a (minimum one) ES provider if and if the ES provider secures ES provision.” PES is one of the policy tools that can be used to address environmental-development issues. PES is an innovative market-based mechanism based on two principles: those who benefit from environmental services should pay those who provide them (World Bank, 2007). PES schemes aim to recreate, maintain, or improve the provision of ES by providing incentives. The incentives may take the form of cash, non-cash, or a mix of the two.



Figure: The project area (Lower Dudhkoshi watershed)

PES is managed on a case-by-case basis; most are on a small scale, with limited geographical coverage, and concentrate on watershed services such as drinking water, irrigation, and landslide control, as well as recreation, and sediment retention, and water purification. However, a strong PES umbrella legislative instrument is required to ensure both vertical and horizontal coordination for managing ecosystem services on a larger scale. As a result, PES could be a promising mechanism for ensuring decentralized ecosystem financing and local conservation efforts in Nepal’s mountainous and forested areas. A review discovered that Nepal lacked a PES policy and operating guidelines (Laxmi et al. 2014, IUCN 2014). The law on forestry includes a provision on PES; however, it is insufficiently detailed and lacks clear mechanisms for application. A PES policy was drafted but not implemented prior to the political restructuring. A gap exists in the lack of a legal and institutional framework for PES implementation.

Hariyo Ban Program piloted two payments for ecosystem services (PES) schemes in Phewa and Marsyangi watersheds in Kaski and Lamjung districts respectively involving improved land use and road construction practices to reduce sedimentation, which is affecting downstream users’ economic activities. To foster an enabling environment for future PES, it assisted the government in developing a national PES policy and building significant capacity at the local, regional, and national levels (Hariyo Ban Program, WWF Nepal).

With the support of WWF Nepal and ICIMOD, the Government of Nepal’s Ministry of Forest and Soil Conservation developed a draft policy on Payment for Ecosystem Services (PES). In early 2016, the policy document was prepared with the goal of institutionalizing PES for its contribution to economic well-being and sustainable ecosystem management. As its four major key areas of strategic intervention, the document has outlined sustainable management of ecosystem services through the promotion of business models, enhancing technical skills and capacities of stakeholders, institutional arrangements and institutional strengthening, and ensuring investments and equitable benefit-sharing mechanisms. The draft policy lays out

a framework for implementing PES while also envisioning a long-term vision for sustaining ecosystem services. It also outlines opportunities and challenges at the outset, stating that according to The Millennium Ecosystem Assessment, 60-70% of the world's ecosystem services are degrading (WWF Nepal).

Any new institutional setup, such as a PES scheme, is surrounded by uncertainty during the institutional transition to federalization. Municipal authorities have been given power, while the provincial level is in charge of coordinating functions. As a result, there is a greater need to inform and strengthen municipal and provincial governments' knowledge and understanding, as well as to involve them in the design of PES-related policy. Furthermore, there is a need to involve and educate local municipalities, which, along with community-based organizations/natural resource management groups in general, are key actors in most PES schemes.

Although "Payment for Ecosystem Service Like" mechanisms have been practiced in the hydropower sector in Nepal, and there are some enabling legislative elements, financial incentives have not been used to facilitate upstream and downstream hydrological correlations during land use and development decisions. There have been numerous, albeit haphazard, attempts in Nepal to implement PES or PES-like programs (Laxmi D Bhatta et.al. 2014).

## Rationale of the Assignment

DCRL project covers 51 wards of the eight rural/municipalities comprising 844 sq. km. of the area of the lower Dudhkoshi watershed. Growing infrastructure development, such as roads, hydropower, multiple solar water lifting schemes, and irrigation projects, has put pressure on this region's disaster-prone area, watershed and ecosystems.

The PES is implemented in various sectors via their respective policies and guidelines. For example, PES has been retained in forest policy, environmental policy, and water resource policy. However, the specific operational guidelines and mechanisms remain ambiguous. To take existing practices into account, the DCRL project is initiating a stock take of existing PES policies and a feasibility study on establishing PES-like or other financing mechanisms in the DCRL's working areas.

DCRL project has aiming to review, analyze PES policies, and institutional framework/arrangements and assess the feasibility of the PES or PES-like schemes to be implemented/piloted with the support from the local governments and community-based organizations in its working areas. DCRL has expected to generate financial incentives to motivate local community people in order to maintain conservation-friendly watershed management and to contribute to addressing the effects of multi-hazards. To meet the DCRL objectives for PES implementation support, it is critical to understand national PES policies and the institutional framework, as well as to assess the feasibility of a wide range of PES-like and other financing mechanisms in the lower Dudhkoshi watershed.

Documenting knowledge of PES, PES-like policies, frameworks, and other financial management schemes/plans may be useful for a project to design and support efficient PES-like sub-schemes, including the financing plan, in collaboration with community-based organizations.

## Objective

The overall objective of the assignment is to review the institutional arrangements and policies for PES, PES-like, and other financing mechanisms for watershed management and to assess the feasibility of implementation of such mechanisms in the DCRL's working areas.

The specific objectives of the assignments includes;

- Review of policy and institutional framework, as well as arrangements for PES-like and other climate risk financing mechanisms and development of revised policy and institutional framework for PES.
- Assess the feasibility of various PES-like and other financing mechanisms for the lower Dudhkohsi watershed and develop watershed finance plans.
- Recommend and provide guidance for local municipalities on the development and implementation of PES-like and other financing mechanisms and management practices that promote climate resilient community livelihoods and contribute to adaptive management of watersheds,

## Scope of Work

The consulting firm is expected to deliver the deliverables considering the following scope of work;

### **I. Stocktaking of Policy and Institutional Arrangements**

- Take stock of past PES and other innovative financing vehicles along with policy
- Assess and identify the relevance and effectiveness of formulating an umbrella policy for PES.
- Based on stocktaking identify the gap in respective policies (forestry, environmental, climate change, water resources, agriculture, and others), institutional arrangements, and their operational arrangements, guideline, program, and actions.
- Literature review policy and institutional framework, as well as arrangements for PES-like.
- Organise and facilitate consultations and dialogue among the government, private sector, and community, as part of the policy review and PES feasibility assessment process.

### **II. Feasibility of establishing financial mechanisms/PES**

- Explore and identify PES-like systems in relevant areas such as integrated watershed management, natural resource management, hydropower areas, and so on, and examine the link between upstream land use practices and royalties distribution.
- Provide guidance for local municipalities in PES-like systems where the use of the royalties is conditional on management practices that are conducive for integrated watershed management, which would provide a cost-efficient way of achieving sustainable results. There will be two possible outputs here, 1) contribute to making the distribution process transparent and efficient 2) provide guiding material to local municipalities on how to use the funds on practices that secure the watershed ecological functions
- Suggest project team and concerned stakeholders maximize local finance for catchment management including an operational modality of the potential financing mechanism.
- Assess a broad range of possible finance mechanisms and include PES as one of these mechanisms available to sustain the management of the watershed.
- Map key challenges towards implementation of PES and financing mechanisms.

## Methodology

The proposed task's methods may include a literature review, policy review, and analysis, stakeholder consultation, key person interviews, field visits/site assessments, focus group discussion, etc. However, the consulting firm must propose/submit a conceptual framework and the details of the methodologies and tools to accomplish the assignment efficiently.

The consulting firm must thoroughly review project documents, websites, National and regional PES and PES-like policies and practices, and other relevant policies. Similarly, from the beginning to the

end of the assignment, a series of consultation meetings with the DCRL project team and relevant stakeholders must be held.

## Deliverables and Delivery Dates:

| <b>Deliverables</b>  | <b>Target deadline for all deliverable</b> |
|--|--|
| ✓ Inception Report including details of methodologies, tools, questionnaire, work plan, and timeline including a template of the final report  | Within 15 days                             |
| ✓ Review policies, institutional framework, and arrangements conduct Field visits and submit a preliminary findings report including suggested PES-like mechanisms for integrated watershed management | Within day 30                              |
| ✓ Based on a field visit and stakeholder consultation, submit suggested finance mechanisms such as a PES-like mechanism for integrated watershed management  | Within day 45                              |
| ✓ Final report including PES or PES-like policy review analysis, suggested PES like financing mechanisms   | Within day 60                              |

## Reporting Requirements

The consulting firm will report to the National Project Manager for the DCRL project. The Monitoring, Evaluation, Reporting, and Communication Officer will communicate with the firm on a regular basis and provide feedback and guidance in collaboration with the DCRL project team, which includes the Senior Technical Advisor and Field Coordinator, as well as UNDP's relevant members. In addition, the consulting firm will collaborate with UNDP's Portfolio Manager, who will provide technical assistance as needed.

All consulting firms must be discussed and planned activities and deliverables in close collaboration with the DCRL project team. All deliverables are expected to be delivered electronically and physically as needed by the project.

## Qualifications and Experience

The consulting firms are expected to possess the following qualifications:

- ✓ Must have minimum of 3 years of operation and at least 1 similar experience in conducting PES or PES-like assessments and studies or other relevant works.
- ✓ The proponent must have registered in VAT and renewed annually.
- ✓ Previous experience of working with UN agencies, government, and other international development organizations will be an asset.
- ✓ Proposed experts for the assignment are desired to have the following qualifications and competencies as mentioned below.

## Required Qualification of Social and Environmental Expert

| EXPERTS   | QUALIFICATIONS & Work Experience  | ROLES & RESPONSIBILITIES  |
|---|---|---|
| <b>Team Leader</b>                              | <ul style="list-style-type: none"> <li>• Must have a Master's degree in Economics/Management/Science, Forestry, or another related field.</li> <li>• Minimum of five years of relevant experience specifically in engagement with PES scheme/s or PES policy discourse.</li> <li>• Experience in working with preferably multi-lateral agencies such as UN agencies, WB, INGOs, and Governments).</li> <li>• Experience of working as a team lead for conducting similar assignments</li> <li>• Strong leadership, technical competence, and professional skills for timely implementation, coordination, and management of activities;</li> <li>• A demonstrated ability to simplify technical and complicated material in a creative manner is necessary.</li> <li>• Strong interpersonal skills and an ability to work effectively with internal/external partners are essential.</li> <li>• Excellent English and Nepali-language report writing skills.</li> </ul> | <ul style="list-style-type: none"> <li>• Review the policies and institutional arrangements on PES, PES like, and similar financing mechanisms</li> <li>• Develop the conceptual framework, study methodology, and tools.</li> <li>• Coordinate and lead dialogue with project counterparts, including implementing agencies and concerned stakeholders.</li> <li>• Coordinate inputs from other team members.</li> <li>• Assess the status of watershed management, land use, and natural resource management issues in the ecosystem areas, including drivers of change and future scenarios.</li> <li>• Assess options for use of nature-based approaches to issues including climate change adaptation and mitigation disaster risks management, and water management, including options such as ecosystem protection and restoration, and rehabilitation</li> <li>• Review inputs from other consultants and develop a process to assess technically feasible and cost-effective options for PES-like financing mechanisms</li> <li>• Lead and ensure all deliverables are met on time</li> <li>• Lead the preparation of technical reports as per deliverables</li> </ul> |
| <b>Natural Resource/Environmental Economist</b> | <ul style="list-style-type: none"> <li>• Shall have a master's degree in National Resource Economics, Environmental economics or a related discipline.</li> <li>• He/she shall have a minimum of 5 years of</li> </ul>  | <ul style="list-style-type: none"> <li>• Review the economic aspects of environmental services as relevant to the assignment.</li> <li>• Gather baseline information required to assess the economic costs and benefits of project activities/options.</li> </ul>   |

| EXPERTS | QUALIFICATIONS & Work Experience  | ROLES & RESPONSIBILITIES  |
|---------|---|---|
|         | <p>experience in environmental economics related to natural resources management issues, preferably with experience related to the assessment of ecosystem services and climate change impacts.</p> | <ul style="list-style-type: none"> <li>• Undertake an assessment of ecosystem service values related to project options and interventions.</li> <li>• Work with other team members to assess technically feasible and cost-effective watershed finance options to apply nature-based approaches to address issues including integrated watershed management, climate change adaptation and mitigation, disaster risk management, and water management.</li> <li>• Assess economic internal rates of return from selected project options.</li> <li>• Support other team members to prepare technical reports</li> <li>• Lead on the development of watershed finance plan</li> <li>• Provide inputs into technical reports</li> </ul> |

## Technical and Financial Proposal

Interested consulting firms will submit a Technical and Financial Proposal, with a description of their experience, as well as a portfolio of previous works.

The Technical Proposal should include, but not be limited to, the following:

- Conceptual framework, Methodology, tools to be adopted for the assignment
- Field plan and timeline of the assignment
- Proposed experts and their signed resume
- Consulting firm's portfolio (web links) showcasing a range of work similar to the objective of the assignment
- Demonstrated experience in PES-like financing mechanisms, PES discourse, and other relevant issues;

The financial proposal should included in a separate sealed envelop, but not be limited to, the following:

- The financial proposal shall specify an all-inclusive fee for the assignment
- The Financial Proposal should be in local currency (Nepalese Rupees)
- The field expenses including travel and accommodation need to be included in the proposal.

## Duration of the Assignment and Remuneration

The contract duration will be a maximum of 45 days after the signing of the contract beginning from 30 October 2022 till 30 December 2022. The consultant firm will submit a complete work plan with a description of activities, final deliverables, and time frame in close consultation with the project team along with the inception report. The remuneration of consultant will be paid based on the prevailing norms of the project.



## Cost Estimate

The cost of human resources/experts and another associated costs to undertake the scope of the assignment are as follows;

### Financial Proposal

| SN       | Particular  | Unit | Quantity | Rate (NRs) | Amount | Remarks        |
|----------|---|------|----------|------------|--------|----------------|
| <b>A</b> | <b>HR Remuneration</b>                                  |      |          |            |        |                |
| 1        | Team Leader/Payment for Ecosystem Services (PES) Expert | Days |          |            |        |                |
| 2        | Natural Resource Economist                              | Days |          |            |        |                |
|          | <b>Sub-total (A)</b>                                    |      |          |            |        |                |
| <b>B</b> | <b>Field Visit</b>                                      |      |          |            |        |                |
| 1        | DSA / Subsistence Allowance for experts                 | Days |          |            |        | Maximum 12days |
|          | <b>Sub-total (B)</b>                                    |      |          |            |        |                |
| <b>C</b> | <b>Others (if any)</b>                                  |      |          |            |        |                |
|          | <b>Sub-total (C)</b>                                    |      |          |            |        |                |
| <b>D</b> | <b>Total (A+B+ C)</b>                                   |      |          |            |        |                |
| <b>E</b> | <b>VAT (13%)</b>  |      |          |            |        |                |
| <b>F</b> | <b>Grand TOTAL</b>                                      |      |          |            |        |                |

## SCHEDULE OF PAYMENT

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

| Installment     | Milestone  | Payments | Dates                              |
|-----------------|--|----------|------------------------------------|
| 1 <sup>st</sup> | Inception Report including details of methodologies, tools, questionnaire, work plan, and timeline including a template of the final report  | 30%      | By the First week of November 2022 |
| 2 <sup>nd</sup> | Submission of draft policy review analysis and suggested finance mechanisms such as a PES-like mechanism for integrated watershed management | 40%      | By the end of November 2022        |
| 3 <sup>rd</sup> | Final report including PES or PES-like policy review analysis suggested finance mechanisms including feasibility status                      | 30%      | By the end of December 2022        |

## WORKING ARRANGEMENT

The consultant will work under the overall direction of the National Project Director and National Project Manager and the concerned DCRL team. Similarly, the consultant will further receive guidance from UNDP's Portfolio Manager to complete the assignment. The consultancy firm will work regularly with coordination and support from the Monitoring, Evaluation, Reporting, and Communication Officer-DCRL.

The experts will be responsible for managing /her own working station (i.e. laptop, internet, phone, printer/scanner, etc.) and must have access to a reliable internet connection. The consultant should make contact with the relevant officials for consultation in order to obtain the necessary information for this assignment in close coordination.

## Submission of Proposals

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

- i. Technical and Financial Proposals (in a separate sealed envelop)
- ii. Firm Registration Certificate
- iii. VAT Certificate
- iv. Firm Renew Certificate
- v. Latest tax clearance Certificate
- vi. Brief profile of the consulting firm/company
- vii. Signed resume/CVs of the proposed experts

## EVALUATION METHOD

Applicants will be evaluated on the basis of the 'Combined Scoring method' that will give due consideration where the technical proposal i.e. work experience in a relevant field related to PES or PES-like projects and PES discourse at the national level will be weighted a maximum of 70% and combined with the financial proposal offer which will be weighted a maximum of 30%. Technical proposals will be evaluated based on a desk review. DCRL evaluators will read technical proposals and assess the quality of proposals, portfolios, and submitted profiles. Out of 200 total scores, the score for the technical proposal will be 140, and the financial proposal will be 60. Scores from the desk review will be allocated according to the table below:

| Technical Evaluation Criteria  | Max. Points |
|--|-------------|
| Overall concord between ToR requirements, Understanding of the assignment, and the overall Quality of the Proposal | 60          |
| Relevant experience of a firm/NGO in PES or PES-like projects and PES discourse and other relevant activities      | 20          |
| Qualifications, experiences, and competencies of expert/s as per required experiences and qualifications           | 60          |

## **Annex III**

### **PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month                      of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

## **Annex IV**

### **TECHNICAL PROPOSAL FORMAT**

#### **i) RFP Information**

##### **RFP Title:**

*(insert assignment name),*

#### **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 the 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 package shall be clearly mentioned in the proposal cover page, cover letter and inside proposal.

*(insert assignment name),*

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.**

| <b>Price Schedule for:</b> Review, Analyze, and Development of Revised Policy and Institutional Framework for PES and a feasibility Study on Payment for Ecosystem Services (PES) and potential Financing Mechanisms for Watershed Management |  |  |   |                                   |                             |
|---|--|--|---|-----------------------------------|-----------------------------|
| <b>Request for Proposals for Services</b>   |  |  |   |                                   |                             |
|   | <b>Description of Activity/Item<br/>(Based on Scope of Works or deliverables described in different ToR)</b> | <b>Number of persons needed to deliver (A)</b> | <b>Number of days needed to deliver (B)</b> | <b>Unit Price/ Daily rate (C)</b> | <b>Total Amount (AXBXC)</b> |
| 1   | <b>Professional Service charges</b>  |  |   |                                   |                             |
|   | a) <b>Team Leader</b>  | 1  | 30  |                                   |                             |
|   | b) <b>Natural Resource/Environmental Economist</b>   | 1  | 15  |                                   |                             |
| 2   | <b>Field Expenses</b>  |  |   |                                   |                             |
|   | a) DSA   | 1  | 12  |                                   |                             |
|   | b) Travel Cost (including local travel) (Lump sum)   |  |   |                                   |                             |
| 3   | <b>Other Cost (Specify if any)</b>   |  |   |                                   |                             |
|   | <b>TOTAL COST</b>  |  |   |                                   |                             |
|   | <b>VAT 13%</b>   |  |   |                                   |                             |
|   | <b>GRAND TOTAL</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 the Vulnerable Watershed 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 the Vulnerable Watershed 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 the Vulnerable Watershed 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 the Vulnerable Watershed 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. Human resource'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 the Vulnerable Watershed 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 the Vulnerable Watershed 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 the Vulnerable Watershed 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 the prior written approval of *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 the Vulnerable Watershed in Nepal (DCRL)* and UNDP any records or information, oral or written, which *Developing Climate Resilient Livelihoods in the Vulnerable Watershed 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 the Vulnerable Watershed 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 the Vulnerable Watershed 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 the Vulnerable Watershed 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 the Vulnerable Watershed 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 the universities record.

### **15. Amendments**

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

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

The party shall promptly and fully notify *Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)* in writing of any conditions which interfere, 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 the Vulnerable Watershed in Nepal (DCRL)* shall take such action as in the 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 the source.

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

In case of failure by the party to fulfil its obligations under the terms and conditions of execution of the 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 the Vulnerable Watershed 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 the Vulnerable Watershed 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 the Vulnerable Watershed 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 the Vulnerable Watershed 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 the Vulnerable Watershed 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:

| <b>ITEM</b>                  | <b>DESCRIPTION</b>   | <b>ACCEPTED<br/>(Y/N)</b> |
|------------------------------|--|---------------------------|
| <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 90 days</u>   |                           |
| <b>CURRENCY OF PRICES</b>    | <u>Must be in Nepalese Rupees.</u>                               |                           |

**Submitted by:**

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal: