

Form: 3.2

Date: 21 August 2023

### Request for Proposal (RFP)

Reference No.: DCRL/05/2023- Round 2

Dear Proposers,

You are requested to submit a proposal for the undertaking:  
Consultancy Service to Prepare Integrated Watershed Management Program Implementation  
Guideline at Federal Level, 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 task, in two **separate sealed envelopes**, should reach the following address no later than **02:00 PM NST on 28<sup>th</sup> August, 2023** to the Project Management Unit.

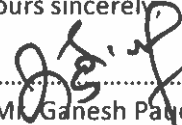
**National Project Director**  
**Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL)**  
**Forestry Complex, Babarmahal, Kathmandu**  
**Tel: 977-1-5320828, 5320857**
  
3. The consulting firms/companies who have submitted proposal earlier will be counted for evaluation and hence need not re-apply.

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.

DCRL look forward to receiving your proposal and thank you in advance for your interest in DCRL procurement opportunities.

Yours sincerely,



.....  
Mr. 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 induced 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: Consultancy Service to Prepare Integrated Watershed Management Program Implementation Guideline at Federal Level

## **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 organisation'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.org.np](mailto:info@dcrl.org.np)

Subject line of Email:

Consultancy Service to Prepare Integrated Watershed Management Program Implementation  
Guideline at Federal Level

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on 23<sup>rd</sup> August 2023. Developing Climate Resilient Livelihoods in the Vulnerable Watershed in Nepal (DCRL) shall upload the response of inquiries in the website by 24<sup>th</sup> August 2023.

**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 query should be 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) Organization Profile including the area of expertise, list of current and previous activities undertaken, available human resources, evidence of similar assignment undertaken, etc.
- c) Valid registration certificate
- d) VAT certificate
- e) Latest Tax Clearance Certificate
- f) Signed Curriculum Vitae of the proposed human resources and written confirmation that the expert is available for the entire period of the assignment.
- g) Firm Renewal Certificate
- h) Latest two years' audit report.
- i) Operational and technical part of the Proposal, including documentation to demonstrate that the Proposer meets all requirements
- j) Organization's policy on conducive work environment/prevention of harassment, sexual harassment and sexual exploitation Code of Conduct
- k) Evidence in case of the organization owned by women, people with disability and other marginalized group.
- l) Gender Equality and social inclusion policy,/strategy/guideline of the organization.
- m) Written Self Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List
- n) 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 (Institutional Capacity Assessment and Capacity Development Plan Preparation Expert) 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:** Consultancy Service to Prepare Integrated Watershed Management Program Implementation Guideline at Federal Level

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 28<sup>th</sup> August 2023, 2:00 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 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

A two-stage procedure is utilised 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% (490 points) of the obtainable score of 700 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 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>
1.	Expertise of Service Provider submitting proposal	20%
2.	Proposed Methodology, Approach and Work Plan	25%
3.	Qualification and Experience of Proposed Human Resource	25%
<b>Total</b>		<b>70%</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 Service Provider submitting proposal

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

#### **Form 2:** Proposed Methodology, Approach and Work Plan

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: Qualification and Experience of Proposed Human Resource**

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 that will be provided to support the implementation of this work. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

**The 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 the expertise of service provider submitting proposal (200):**

S.N	Description	Maximum Obtainable Marks
<b>1</b>	<b>Organization profile including experiences</b>	<b>60</b>
1.1	Years of the establishment (At least 5 Years) 5-7 years-10 7-8 years-15 8 years and above-20	20
1.2	Number of contracts/assignments completed in last 3 fiscal years (At least 3 contracts/assignments) 1-2 Assignments-10 3-5 Assignments- 25 5 and Above Assignments-40	40
<b>2</b>	<b>Prior relevant experience in conducting assessment, formulating policy guidelines and implementation of project in the thematic areas.</b>	<b>100</b>
2.1	Experience in conducting assessment and formulation of policy/guidelines related to watershed management, environment conservation, sustainable forest management etc 3-5 years of Experience-25 5-7 years of Experience-40 7 and above-55	55
2.2	Previous work experience in the thematic areas relevant to DCRL (Conservation of natural resources, biodiversity, environment, livelihoods promotion) 3-5 years of Experience-15 5-7 years of Experience-30 7 and above-45	45

3	Organization is owned by women, persons with disability and other marginalized group	10
4	Organization has GESI policy/strategy, code of conduct/or policy on prevention of harassment, sexual harassment, and sexual exploitation	5
5	Working experience with and in partnership with GoN, UN, INGOs in the field of Integrated Watershed Management and/or Climate Change No Assignment-0 1-2 Assignments-5 3-5 Assignments-15 5 and above assignments- 25	25
<b>Total</b>		<b>200</b>

#### 4.2 Scoring for proposed work plan and approach (250):

S. N	Description	Maximum Obtainable Marks
1	Presentation in the documents (quality of the writing and formatting of the proposal including complete submission of the documents)	40
2	Clear understanding of assignment, the methodology proposed for the activity (clarity and completeness)	90
3	Logical coherence between objectives, results, activities and resources	80
4	Providing working schedule in chronological order	40
<b>Total</b>		<b>250</b>

#### 4.3 Scoring of human resources (250):

S.N	Description	Maximum Obtainable Marks
<b>Expert as per mentioned in ToR in Expertise Section</b>		
<b>1</b>	<b>Policy Expert (1 no.)</b>	
<b>1.1</b>	<b>Qualification of Expert</b> Master's degree in Forestry, water resources, natural resource management. PhD in Forestry, water resources, natural resource management.	<b>50</b>
<b>1.2</b>	<b>Experience of Expert (as per ToR)</b>	<b>200</b>

<b>1.2.1</b>	<b>PhD degree as per ToR with</b> Below 7 years - 0 7-12 years-20 12-17 years-40 17 years and Above-60  <b>Master's degree as per ToR with:</b> Below 10 years - 0 10-15 years-20 15-20 years-40 20 years and Above-60	60
<b>1.2.2</b>	<b>Experience in leading at least three similar assignments on watershed management related assessment and/or policy/guideline formulation.</b> 3-4 assignments – 40 5-7 assignments – 60 8 and above assignments - 80	80
<b>1.2.3</b>	<b>Good report writing, presentation and documentation skill (publication of reports, success stories, journal articles, etc)</b> 1 Publications/Reports-10 2 Publications/Reports-15 3 and Above Publications/Reports-25	25
<b>1.2.3</b>	<b>Working experience with GoN and UNDP</b> No Assignment-0 1 Assignments-10 2 and Above Assignments-20	20
<b>1.2.4</b>	<b>Experiences, knowledge and sensitivity for gender equality, social inclusion, and diversity awareness</b>	10
<b>1.2.5</b>	IWM Policy expert represents from women/Madhesi Dalit, Religious minority, Disadvantaged Janajati or persons with disability group	5
	<b>Total</b>	<b>250</b>

#### 4. 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. Service providers obtaining the Highest Combined Score based on the 70% technical offer and 30% price weight distribution will be awarded the offer.

#### 5. 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

#### Consulting Firm to Prepare Integrated Watershed Management Program Implementation Guideline at Federal Level

<b>Type:</b>	Consulting Firm
<b>Location:</b>	Kathmandu with possible Travel
<b>Additional Category:</b>	Resilience and Climate Change
<b>Starting Date:</b>	30 <sup>th</sup> August 2023
<b>End Date:</b>	30 <sup>th</sup> October 2023
<b>Duration:</b>	25 days over 2 months

### Introduction

Many of Nepal's watersheds are in a state of physical and biological deterioration resulting from overexploitation of watershed resources by their inhabitants. Restoration and improvement of watersheds are essential for the betterment of the national economy and the environment, and DoFSC is aiming to contribute to assists in maintaining ecological balance by reducing pressure from natural hazards such as floods and landslides.

In the past decades, Department of Soil Conservation and Watershed Management (DSCWM) established in 1974 has the mandate to develop the national capacity for integrated watershed management until the federalism. Major activities such as natural hazard management, community soil conservation land productivity improvement, land rehabilitation activities, such as reforestation, gully plugging, and slope stabilization, and other soil and water conservation measures/ techniques. However, after federal structure the organizational structure, roles, responsibilities among 3 tiers of government are divided and accordingly the nature of activities are also adjusted.

In the previous year, DSCWM has prepared the several guiding documents to regulate and build the common understanding on implementation of diverse Integrated Watershed Management (IWM) activities such as People participation and mobilization guideline 2050, sub watershed prioritization guideline 2054, Working procedure of DSCWM 2061 (modified 2071).

Although administrative structures have changes, yet the functions at federal and province level offices might be similar in nature while addressing the local scale problems. It might be because there is long-term effects of present management approach and existing system and knowledge of the field situation recognition. In addition, there is also transitory period for developing concrete programs and policies too. Simultaneously, the types of activities, scale, and implementation modality of the SCWM activities required to be update based on previous guideline and experience to cope with present challenges.

To address this concern, DCRL is supporting DoFSC to modify the national level IWM Programme Implementation Guideline for the smooth implementation of integrated watershed activities in line with federal stricture and climate change perspectives.

## **Project Objective**

The main objective of the project is to safeguard vulnerable communities and their physical and economic 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 is introducing and scaling up integrated adaptive watershed management approaches to strengthen functional integrity through multiple activities including capturing the policy, and institutional knowledge gaps, and adoption of new tools and techniques.

## **RATIONALE**

The recent constitution of Nepal, promulgated in 2015, has introduced a three-tier structure of federal government (federal, province, and local) and all levels have the power to enact laws, prepare budgets, and mobilize their own resources. Accordingly, Government of Nepal, redesigned the soil conservation and watershed management related structure too with the aim of decentralizing among different tiers of government units. Currently, Four River Basin Centres (Koshi, Gandaki, Karnali, Mahakali) are established for the first time as the Federal Offices under the DoFSC to deliver the Integrated River Basin Management plan and programs. A Watershed Management Learning Resource Centre (W-LRC) is established under DoFSC to aggregate, generate, and disseminate the watershed related knowledge, science, skills and technology. In the province levels, soil conservation and watershed management activities are being implementing through their respective offices. Currently in the federal state and provincial the nature of activities is resembling to some extent with multiple objectives. In addition, the scope of watershed management activities is ever growing because there is heavy impacts from climate change. This has created the problem on maintaining the ecological integrity, economic and social viability of our fragile landscape. To implement the diverse nature of activities in changing context, with different mandates, principles, approaches the working guideline of DoFSC needs to revised keeping due considerations on IWM principles and existing laws, regulations and scope.

## **OBJECTIVES OF THE ASSIGNMENT**

The main objective of the assignment is to review and formulate the Integrated Watershed Management Program Implementation Guideline that can guide to implement the DFSC's IWM program planning and implementation in an smooth and harmonized way. The guiding document will provide the insight on governance, coordination, roles, responsibilities among 3 tiers of government.

The specific objective includes;

- Review and take stock of policies, working guidelines and other important provisions available with MOFE/DoFSC/then DSCWM pertaining to program planning and implementation;
- Develop the national guideline that is applicable to plan, implement the soil conservation, watershed management related activities in harmozatio with 3 tiers of government,
- Recommend the comprehensive sets of climate responsive Soil Conservation and IWM activities that needs to plan among 3 tiers of government either jointly, or independently.



## SCOPE OF WORK

Scope of work of the assignment are as follows:

- i. Review the past and present national policy/guidelines and working procedures pertaining to program types and program implementation modality that are available with DoFSC (including then DSCWM), and analyzed the organizational/ institutional context at present and harmonize with respect to present scope of work.
- ii. Examine the nature/types of activities being implemented by GON/MOFE/DoFSC, relevant to address the comprehensive integrated watershed management,
- iii. Develop/Formulate the fully and comprehensive sets of activities/types that needs to be execute by the DoFSC in present context that is supportive including climate perspective, GESI perspective that is fully compliance to address the IWM.
- iv. Elaborate the scope and importance of activities on how those activities can be execute to address the watershed problems taking due consideration of community engagement (participatory watershed management).
- v. Postulate the scope and nature of activities that can be execute among 3 tiers of government either jointly or independently.
- vi. Develop the comprehensive working guideline, procedures applicable for IWM activities implementation mainly by federal government/DoFSC.
- vii. Organize meeting and discussion to operationalize the guideline formulation.

## METHODOLOGY:

Following are the proposed methodology for the assignment, however, the consulting firm can propose detailed methodology as per objectives and scope of work:

- i. **Stock taking and analytical Review:** Review the existing governemnt policy, plan, strategeis, guidelines available that are related to Climate responsive Integrated watershed management program planning and implementation.
- ii. **Gap Analysis with adjustment:** On the basis of the stock taking findings and existing scenario analysis, identify the gaps for appropriate activities planning and implementation at changing context that will be harmonized with institutional arrangement, coordination mechanism among 3 tiers, structural arrangement and governance mechanism.
- iii. **Consultations:** Carry out adequate consultations with the watershed management related government institutions such as DoFSC, provincial Ministry of Forest, Environment and Soil Conservation, DCRL project etc while formulating the national level IWM programme implementation guideline. The periodic consultation in Kathmandu and outside shall be required.

- iv. **Guideline formulation:**. Based on the past reviews, gap analysis, series of consultations design the Soil conservation and IWM related sets of activities, their planning and implementation procedures in harmonization with current structural arrangement, governance structure and prevailing laws, regulations.

## DELIVERABLES:

SN	Deliverables	No	Timeline /Duration
1	Inception report including detailed methodology, schedule/work plan and proposed outline of the IWM Programme Implementation Guideline as per scope of work.	1 Report	Within 7 days after signing the agreement
2	Submission and acceptance of Draft IWM Programme Implementation Guideline based on the desk study and consultations	1 Report	Within 1.5 months after signing the agreement
3	Submission and acceptance of Final version of the IWM Programme Implementation Guideline after incorporating feedback and suggestions on the draft guideline	1 Report	Within 2 months after signing the agreement

## QUALIFICATION AND EXPERIENCES

The consulting firm is expected to possess the following qualifications:

- The consulting firm must be legally registered and have at least 5 years of operations.
- Must provide company registration certificate, VAT registration certificate along with latest Fiscal Year tax clearance document.
- At least 3 years of experience in conducting assessment and formulation of policy/guidelines related to watershed management, environment conservation, sustainable forest management etc.
- Demonstrated proven experience in conservation of natural resources, biodiversity, environment, livelihoods promotion and reporting and documentation.
- Experience working with and in partnership with government line agencies, UN, INGOs in the field of integrated watershed management, and/or climate change.

## Qualifications and Experience of Expert for the Assignment

The consulting firm is expected to assign one IWM Policy Expert with the following qualifications and experiences:

EXPERTS	QUALIFICATIONS & Work Experience	ROLES & RESPONSIBILITIES
<b>IWM Policy Expert</b>	<ul style="list-style-type: none"> <li>• Must have master's degree in Forestry, water resources, natural resource management with at least 10 years' working experience OR PhD with at least 7 years' working experience in the field of watershed management in Nepal.</li> <li>• Proven experience in leading at least three similar assignments on watershed management related assessment and/or policy/guideline formulation</li> <li>• Prior working experience with GoN's Soil Conservation and Watershed Management Section is an additional advantage.</li> <li>• Experiences, knowledge and sensitivity for gender equality, social inclusion, and diversity awareness</li> <li>• Good report writing, presentation and documentation skill.</li> </ul>	<ul style="list-style-type: none"> <li>• Lead overall activities related to the assignment.</li> <li>• Coordinate with concerned officials and interact/discuss with them as per scope of work</li> <li>• Ensure the qualitative standard of formulated guideline.</li> <li>• Prepare reports and their submission and presentation among DCRL and DoFSC officials.</li> <li>• Regular Communication, reporting, and Coordination with the DoFSC and DCRL team.</li> </ul>

## DURATION OF THE ASSIGNMENT

The contract duration will be maximum of 25 days over 2 months after the signing of contract. The cost of the assignment will be paid on deliverables basis mentioned under schedule of payment.

## COST ESTIMATES

The cost of Expert/consultant 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	Policy Expert	Days	25			
	<b>Sub-total (A)</b>					
<b>B</b>	<b>Travel Cost</b>					
1	DSA	Days	3			
	<b>Sub-total (B)</b>					
<b>C</b>	<b>VAT (13%)</b>					
<b>D</b>	<b>Grand TOTAL</b>					

\*\* DCRL will bear the cost of consultation workshop.

## SCHEDULE OF PAYMENT

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

Installment	Deliverables	Timeline
1 <sup>st</sup>	Inception report including detailed methodology, schedule/work plan and proposed outline of the IWM Programme Implementation Guideline as per scope of work.	20% of the contract amount
2 <sup>nd</sup>	Submission and acceptance of Draft IWM Programme Implementation Guideline based on the desk study and consultations	60% of the contract amount
3 <sup>rd</sup>	Submission and acceptance of Final version of the IWM Programme Implementation Guideline document after incorporating feedback and suggestions on the draft guideline	20% of the contract amount

## SUBMISSION OF PROPOSAL

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

### Legal Documents

- Firm Registration Certificate
- VAT registration certificate
- Latest Tax clearance Certificate
- Firm Renewal Certificate
- Latest two years' audit report.
- Organization Profile including the area of expertise, list of current and previous activities undertaken, available human resources, evidence of similar assignment undertaken, etc.
- Evidence in case of the organization owned by women, people with disability and other marginalized group
- Written Self-Declaration that the service provider is not in the UN Security Council 1267/1989 List or Other UN Ineligibility List.
- Gender Equality and Social Inclusion Policy/Strategy/Guideline of the organization
- Organization's policy on conducive work environment/prevention of harassment, sexual harassment and sexual exploitation Code of Conduct

### Technical proposal

- a. Submission letter
  - b. Technical proposal covering all aspects and tasks required in the TOR. The technical offer must be included:
    - i. Approach, methods, and tentative work plan
- Duly signed Curriculum Vitae (CV) of the proposed human resources including areas of expertise, list of current and previous services.
  - Written confirmation from the expert that they are available for the entire period of the assignment.

### Financial proposal including cost breakdown:

- a. The proposal shall include all items mentioned in **point 9** of the ToR.

## INSTITUTIONAL ARRANGEMENTS

The assignment will be undertaken under the overall guidance of the National Project Director and overall supervision of the National Project Manager of the project. The Policy Expert will regularly communicate with DCRL Senior Technical Advisor, and will further receive guidance from UNDP's Portfolio Manager to complete the assignment. The Policy Expert will be given access to relevant information necessary for execution of the tasks under this assignment. The expert 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 Expert should also be available for meetings organized by the project with project partners.

## EVALUATION METHOD

Service provider will be evaluated on the basis of 'Combined Scoring method' where the technical and financial proposal will be weighted 70% and 30% respectively. Only consulting firm obtaining a minimum of 70 % points of technical evaluation would be considered for the financial evaluation. The Evaluation Committee will be formed by DCRL which will evaluate the Technical and Financial proposals based on pre-approved criteria. The service provider obtaining highest combined score will be awarded the contract.

The evaluation criteria for the technical and financial proposal are presented in the table below:

### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Criteria		Score Weight
1.	Expertise of Service Provider submitting proposal	20%
2.	Proposed Methodology, Work Plan and Approach	25%
3.	Human Resources	25%
	<b>Total</b>	<b>70%</b>

### Financial Evaluation Criteria

Summary of Financial Proposal Evaluation Forms		Score Weight
1	Each technically qualified proposal (70%) shall be given a financial score. The lowest Financial Bid will be awarded the highest marks	30%
	<b>Total</b>	<b>30%</b>

**\*Note 1:** The weight for financial scores will be calculated on pro-rata basis with the lowest financial proposal as 30%

**\*\*Note 2:** The final scoring will be the combined calculated score weight of technical and financial scores.



## **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 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.**

Price Schedule for: _____				
Request for Proposals for Services				
Description of Activity/Item (Based on Scope of Works or deliverables described in different ToR)	Number of persons needed to deliver (A)	Number of days needed to deliver (B)	Unit Price/Daily/Monthly rate (C)	Total Amount (AXBXC)
<b>A Professional Service</b>				
Policy Expert	1	25		
<b>Sub-total (A)</b>				
<b>B Field Visit</b>				
DSA	1	3		
<b>Sub-total (B)</b>				
<b>C Total (A+B)</b>				
<b>D VAT (13%)</b>				
<b>E Grand Total</b>				

*\*\* DCRL will bear the cost of consultation workshop.*

(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

<b>MUST BE DULY COMPLETED AND RETURNED WITH PROPOSAL.</b>
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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: