



# Request for Proposals (RfP) for Consultancy to conduct Baseline Study of Gandaki Basin Climate Resilient Project (GBCRP)

**IUCN Nepal Country Office, Nepal Programme Coordination Unit**  
**RfP Reference: IUCN-2023-04-P02849-6**

Welcome to this Procurement by IUCN. You are hereby invited to submit a Proposal. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your Proposal from this Procurement.

## 1. REQUIREMENTS

- 1.1. A detailed description of the services and/or goods to be provided can be found in Attachment 1.

## 2. CONTACT DETAILS

- 2.1. During the course of this procurement, i.e. from the publication of this RfP to the award of a contract, you may not discuss this procurement with any IUCN employee or representative other than the following contact. You must address all correspondence and questions to the contact, including your proposal.

### **IUCN Contact:**

Mr. Amit Poudyal, Senior Communication and Outreach Officer,

Email : [amit.poudyal@iucn.org](mailto:amit.poudyal@iucn.org)

## 3. PROCUREMENT TIMETABLE

- 3.1. This timetable is indicative and may be changed by IUCN at any time. If IUCN decides that changes to any of the deadlines are necessary, we will publish this on our website and contact you directly if you have indicated your interest in this procurement (see Section 3.2).

DATE	ACTIVITY
13 April 2023	Publication of the Request for Proposals
20 April 2023	Deadline for submission of questions
25 April 2023	Planned publication of responses to questions
04 May 2023	Deadline for submission of proposals to IUCN (" <b>Submission Deadline</b> ") (17:00 Hours)
14 May 2023	Planned date for contract award
15 May 2023	Expected contract start date

- 3.2. Please email the IUCN contact to express your interest in submitting a proposal by the deadline stated above. This will help IUCN to keep you updated regarding the procurement.

#### 4. COMPLETING AND SUBMITTING A PROPOSAL

4.1. Your Proposal must consist of the following four separate documents:

- Signed Declaration of Undertaking (see Attachment 2)
- Pre-Qualification Information (see Section 4.3 below)
- Technical Proposal (see Section 4.4 below)
- Financial Proposal (see Section 4.5 below)

Proposals must be prepared in English.

4.2. Your Proposal must be submitted hand deliver to the IUCN Contact (see Section 2) at IUCN Nepal Country Office, Kupondole, Lalitpur. The Technical and Financial Proposal should be in separate sealed envelope. The subject heading of the envelope shall be [RfP Reference – bidder name]. The bidder name is the name of the company/organisation on whose behalf you are submitting the proposal, or your own surname if you are bidding as a self-employed consultant.

**IMPORTANT:** After the deadline has passed and within next day, please email only the PDF version of technical proposal to the IUCN Contact (see Section 2). Please DO NOT email the technical proposal before the deadline for Proposal submission.

4.3. *Pre-Qualification Criteria*

IUCN will use the following Pre-Qualification Criteria to determine whether you have the capacity to provide the required goods and/or services to IUCN. Please provide the necessary information in a single, separate document.

<b>Pre-Qualification Criteria</b>	
<b>1</b>	3 relevant references of clients similar to IUCN / similar work
<b>2</b>	Confirm that you have all the necessary legal registrations to perform the work
<b>3</b>	State your annual turnover for each of the past 3 years

4.4. *Technical Proposal*

The technical proposal must address each of the criteria stated below explicitly and separately, quoting the relevant 1 criteria reference number (left-hand column).

Proposals in any other format will significantly increase the time it takes to evaluate, and such Proposals may therefore be rejected at IUCN's discretion.

Where CVs are requested, these must be of the individuals who will actually carry out the work specified. The individuals you put forward may only be substituted with IUCN's approval.

IUCN will evaluate technical proposals with regards to each of the following criteria and their relative importance: (**See Attachments for Technical Proposal forms and requirements.**)

<b>No.</b>	<b>Description</b>	<b>Relative weight</b>
<b>1.</b>	<b>Clarity and completeness of the Proposal</b>	<b>10</b>
<b>2.</b>	<b>Approach and Methodology</b>	
2.1	<b>Critical analysis</b> of the project log frame and the TOR	<b>10</b>
2.2	<b>Operationalization of the approach and Methodology</b> Description of the conceptual and methodological approach (10 pt.) Working programme / working schedule for delivery of outputs (10 pt.) Staffing schedule and task assignment descriptions (10 pt.), Work organisation, back-up services, quality control, logistics (10 pt.)	<b>40</b>

<b>3.</b>	<b>Consultants Competencies</b>	
3.1	Education: Master's in relevant field (3 pt.); Work experience: at least 10 years in baseline studies, M&E, Impact assessments, socio-economic and biophysical assessments (18 pt.); Program/Project M&E experience (5 pt.); Donor (GCF or GEF experience (4 pt.);	<b>30</b>
4.	Firm past experience and financial standing (10 pt.)	<b>10</b>
<b>Total</b>		<b>100</b>

#### 4.5. *Financial Proposal*

4.5.1. The financial proposal must be a fixed and firm price for the provision of the goods/services stated in the RfP in their entirety. (See Attachments for Financial Proposal forms and requirements.)

##### 4.5.2. *Prices include all costs*

Submitted rates and prices are deemed to include all costs, insurances, taxes , fees, expenses, liabilities, obligations, risk and other things necessary for the performance of the Terms of Reference or Specification of Requirements. IUCN will not accept charges beyond those clearly stated in the Financial Proposal. This includes applicable withholding taxes and similar. It is your responsibility to determine whether such taxes apply to your organisation and to include them in your financial offer.

##### 4.5.3. *Applicable Goods and Services Taxes*

Proposal rates and prices shall be inclusive of Value Added Tax.

##### 4.5.4. *Currency of proposed rates and prices*

All rates and prices submitted by Proposers shall be in NPR.

##### 4.5.5. *Breakdown of rates and prices*

For information only, the price needs to be broken down as mentioned in the Financial Proposal form (B-2) of Attachment 4 and the maximum budget for the assignment is NPR 2,000,000/-, including all taxes.

4.6. Additional information not requested by IUCN should not be included in your Proposal and will not be taken into account in the evaluation.

4.7. Your proposal must remain valid and capable of acceptance by IUCN for a period of 90 calendar days following the submission deadline.

##### 4.8. *Withdrawals and Changes*

You may freely withdraw or change your proposal at any time prior to the submission deadline by written notice to the IUCN Contact. However, in order to reduce the risk of fraud, no changes or withdrawals will be accepted after the submission deadline.

## 5. **EVALUATION OF PROPOSALS**

### 5.1. *Completeness*

IUCN will firstly check your proposal for completeness. Incomplete proposals will not be considered further.

### 5.2. *Pre-Qualification Criteria*

Only proposals that meet all of the pre-qualification criteria will be evaluated.

### 5.3. *Technical Evaluation*

#### 5.3.1. *Scoring Method*

Your proposal will be assigned a score from 0 to 10 for each of the technical evaluation criteria, such that '0' is low and '10' is high.

#### 5.3.2. *Minimum Quality Thresholds*

Proposals that receive a score of '0' for any of the criteria will not be considered further.

#### 5.3.3. *Technical Score*

Your score for each technical evaluation criterion will be multiplied with the respective relative weight (see Section 4.4) and these weighted scores added together to give your proposal's overall technical score.

### 5.4. *Financial Evaluation and Financial Scores*

The financial evaluation will be based upon the full total price you submit. Your financial proposal will receive a score calculated by dividing the lowest financial proposal that has passed the minimum quality thresholds (see Section 5.3.2) by the total price of your financial proposal.

Thus, for example, if your financial proposal is for a total of CHF 100 and the lowest financial proposal is CHF 80, you will receive a financial score of  $80/100 = 80\%$

### 5.5. *Total Score*

Your proposal's total score will be calculated as the weighted sum of your technical score and your financial score.

The relative weights will be:

<b>Technical:</b>	<b>80%</b>
<b>Financial:</b>	<b>20%</b>

Thus, for example, if your technical score is 83% and your financial score is 77%, you will receive a total score of  $83 * 70\% + 77 * 30\% = 58.1\% + 23.1\% = 81.2\%$ .

Subject to the requirements in Sections 4 and 7, IUCN will award the contract to the bidder whose proposal achieves the highest total score.

## 6. **EXPLANATION OF PROCUREMENT PROCEDURE**

- 6.1. IUCN is using the Open Procedure for this procurement. This means that the contracting opportunity is published on IUCN's website and open to all interested parties to take part, subject to the conditions in Section 7 below.
- 6.2. You are welcome to ask questions or seek clarification regarding this procurement. Please email the IUCN Contact (see Section 2), taking note of the deadline for submission of questions in Section 3.1.
- 6.3. All proposals must be received by the submission deadline in Section 3.2 above. Late proposals will not be considered. All proposals received by the submission deadline will be evaluated by a team of three or more evaluators in accordance with the evaluation criteria stated in this RfP. No other criteria will be used to evaluate proposals. The contract will be awarded to the bidder whose proposal received the highest Total Score. IUCN does, however, reserve the right to cancel the procurement and not award a contract at all.
- 6.4. IUCN will contact the bidder with the highest-scoring proposal to finalise the contract. We will contact unsuccessful bidders after the contract has been awarded and provide detailed feedback. The timetable in Section 3.1 gives an estimate of when we expect to have completed

the contract award, but this date may change depending on how long the evaluation of proposals takes.

## **7. CONDITIONS FOR PARTICIPATION IN THIS PROCUREMENT**

7.1. To participate in this procurement, you are required to submit a proposal, which fully complies with the instructions in this RfP and the Attachments.

7.1.1. It is your responsibility to ensure that you have submitted a complete and fully compliant proposal.

7.1.2. Any incomplete or incorrectly completed proposal submission may be deemed non-compliant, and as a result you may be unable to proceed further in the procurement process.

7.1.3. IUCN will query any obvious clerical errors in your proposal and may, at IUCN's sole discretion, allow you to correct these, but only if doing so could not be perceived as giving you an unfair advantage.

7.2. In order to participate in this procurement, you must meet the following conditions:

- Free of conflicts of interest
- Registered on the relevant professional or trade register of the country in which you are established (or resident, if self-employed)
- In full compliance with your obligations relating to payment of social security contributions and of all applicable taxes
- Not been convicted of failing to comply with environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection
- Not bankrupt or being wound up
- Never been guilty of an offence concerning your professional conduct
- Not involved in fraud, corruption, a criminal organisation, money laundering, terrorism, or any other illegal activity.

7.3. You must complete and sign the Declaration of Undertaking (see Attachment 2).

7.4. If you are participating in this procurement as a member of a joint venture, or are using sub-contractors, submit a separate Declaration of Undertaking for each member of the joint venture and sub-contractor, and be clear in your proposal which parts of the goods/services are provided by each partner or sub-contractor.

7.5. Each bidder shall submit only one proposal, either individually or as a partner in a joint venture. In case of joint venture, one company shall not be allowed to participate in two different joint ventures in the same procurement nor shall a company be allowed to submit a proposal both on its behalf and as part of a joint venture for the same procurement. A bidder who submits or participates in more than one proposal (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the bidder's participation to be disqualified.

7.6. By taking part in this procurement, you accept the conditions set out in this RfP, including the following:

- It is unacceptable to give or offer any gift or consideration to an employee or other representative of IUCN as a reward or inducement in relation to the awarding of a contract. Such action will give IUCN the right to exclude you from this and any future procurements, and to terminate any contract that may have been signed with you.
- Any attempt to obtain information from an employee or other representative of IUCN concerning another bidder will result in disqualification.

- Any price fixing or collusion with other bidders in relation to this procurement shall give IUCN the right to exclude you and any other involved bidder(s) from this and any future procurements and may constitute a criminal offence.

## **8. CONFIDENTIALITY AND DATA PROTECTION**

- 8.1. IUCN follows the European Union's General Data Protection Regulation (GDPR). The information you submit to IUCN as part of this procurement will be treated as confidential and shared only as required to evaluate your proposal in line with the procedure explained in this RfP, and for the maintenance of a clear audit trail. For audit purposes, IUCN is required to retain your proposal in its entirety for 10 years after the end of the resulting contract and make this available to internal and external auditors and donors as and when requested.
- 8.2. In the Declaration of Undertaking (Attachment 2) you need to give IUCN express permission to use the information you submit in this way, including personal data that forms part of your proposal. Where you include personal data of your employees (e.g. CVs) in your proposal, you need to have written permission from those individuals to share this information with IUCN, and for IUCN to use this information as indicated in 8.1. Without these permissions, IUCN will not be able to consider your proposal.

## **9. COMPLAINTS PROCEDURE**

If you have a complaint or concern regarding the propriety of how a competitive process is or has been executed, then please contact [procurement@iucn.org](mailto:procurement@iucn.org). Such complaints or concerns will be treated as confidential and are not considered in breach of the above restrictions on communication (Section 2.1).

## **10. CONTRACT**

The contract will be based on IUCN's template in Attachment 3, the terms of which are not negotiable. They may, however, be amended by IUCN to reflect particular requirements from the donor funding this particular procurement.

## **11. ABOUT IUCN**

IUCN is a membership Union uniquely composed of both government and civil society organisations. It provides public, private and non-governmental organisations with the knowledge and tools that enable human progress, economic development and nature conservation to take place together.

Headquartered in Switzerland, IUCN Secretariat comprises around 1,000 staff with offices in more than 50 countries.

Created in 1948, IUCN is now the world's largest and most diverse environmental network, harnessing the knowledge, resources and reach of more than 1,300 Member organisations and some 10,000 experts. It is a leading provider of conservation data, assessments and analysis. Its broad membership enables IUCN to fill the role of incubator and trusted repository of best practices, tools and international standards.

IUCN provides a neutral space in which diverse stakeholders including governments, NGOs, scientists, businesses, local communities, indigenous peoples organisations and others can work together to forge and implement solutions to environmental challenges and achieve sustainable development.

Working with many partners and supporters, IUCN implements a large and diverse portfolio of conservation projects worldwide. Combining the latest science with the traditional knowledge of local communities, these projects work to reverse habitat loss, restore ecosystems and improve people's well-being.

[www.iucn.org](http://www.iucn.org)

<https://twitter.com/IUCN/>

## **12. ATTACHMENTS**

Attachment 1 *Specification of Requirements / Terms of Reference*

Attachment 2 *Declaration of Undertaking (select 2a for companies or 2b for self-employed as applicable to you)*

Attachment 3 *Contract Template*

Attachment 4 *Technical and Financial Forms*

## **Attachment 1: Specification of Requirements / Terms of Reference**

### **Terms of Reference**

#### **Baseline Study of Gandaki Basin Climate Resilient Project (GBCRP)**

##### **1. Background**

The 'Improving Climate Resilience of Vulnerable Communities and Ecosystems in the Gandaki River Basin, Nepal – FP 131' or 'Gandaki Basin Climate Resilient Project (GBCRP)' in short, is a seven-year project funded by the Green Climate Fund (GCF). The Project is designed to improve resilience of communities through ecosystem and livelihood adaptation to climate change in the Gandaki River Basin (GRB). The GRB occupies about 21% of Nepal's land area and is one of the largest river basin in Nepal. The project is designed to shift planning and implementation of climate change adaptation measures from using political boundaries such as district and municipalities as a basis to river basin management, to one where the entire landscape along the basin becomes one unit of planning and implementation of climate change adaptation measures linking all the impacted communities in the upstream and downstream at the landscape level.

The project is designed with three components i) Community Resilience ii) Ecosystem Resilience and iii) Climate Governance. Each of the project components has an outcome which will be contributed to by two to three project outputs.

The planned outcomes and outputs of the Project for each component include:

##### **Outcome 1: Enhanced resilience of livelihood of the vulnerable communities, through adapting to climate change sustainable**

Output 1.1: Climate resilient agroforestry and livelihood improvement actions implemented for coping with extreme events.

Output 1.2: Interventions for water availability and water use efficiency from irrigation systems and improved water sources implemented.

##### **Outcome 2: Strengthened climate resilience of ecosystems**

Output 2.1 Natural ecosystem restoration based actions implemented for reducing impacts of landslides and floods.

Output 2.2 Technical capacity of GRB communities enhanced in maintaining and supporting climate resilient ecosystems

##### **Outcome 3: Strengthened climate governance and institutional framework to sustain climate**

Output 3.1: Community-based mechanism for planning, restoration, monitoring, and maintenance of ecosystems established.

Output 3.2 Ecosystem-based climate change adaptation approaches incorporated into government policies & plans

Output 3.3 Knowledge management established for climate resilient River Basin Management

The Project aims to reach at least 198,000 households directly through project intervention and 250,000 households indirectly from the project intervention. It is 16.88% of total population in the area. Upon completion of the project, the Gandaki River Basin will be used as a model to showcase how climate-resilient development in large river basins can occur throughout Nepal.

IUCN, as the Accredited Entity, is the implementing entity of the project. The Department of Forests and Soil Conservation (DoFSC) under the Ministry of Forests and Environment, Government of Nepal and the National Trust for Nature Conservation (NTNC) are the executing entities of the project. IUCN Nepal country office is the



TA provider for the project. The total budget of the project is USD 32.7 million, including the co-financing amount of USD 5.3 million.

## 2. Purpose

The main purpose of the assignment is to determine and document baselines indicators of socio-economic and biophysical outcomes and impacts of the project through a baseline study. The baseline study will cover all the project indicators that do not have reliable existing baseline data. This study will be designed and conducted in a manner such that it will serve as the baseline for a periodic impact study to be carried out in strict compliance to evaluation standards, norms and ethics. The study therefore establish the status of key project parameters and inform specific programmatic/project targets and subsequent performance monitoring and evaluation for project key stakeholders. Hence, this TOR is designed to assist the consultant to understand their role in generating baseline data of map of vulnerability, hazard sites, ecosystem services and facilities in communities based on risk profiles.

## 3. Objectives and Specific Tasks

This section describes the main objective of the baseline survey and outlines the key responsibilities expected of the consultant firm. The objective of the assignment is to collect baseline information for the indicators set out in the project logical framework and Monitoring & Evaluation (M&E) Plan. The specific tasks of the assignment include:

- (i) In consultation with the projects teams, review existing impact and outcome indicators and propose additional ones based on analysis (if any) of the expected impact/outcomes of the project;
- (ii) Undertake baseline assessment and determine the baseline values of the indicators proposed above and also the following key socio-economic and biophysical indicators;

Intervention Logic/Indicator	Definition of the indicator	Unit of Measure & Final Target
<b>Fund – level Impact</b>		
<b>Fund-level Impact 1: Increased resilience and enhanced livelihoods of the most vulnerable people, communities, and regions (A1.0)</b>		
<i><b>Indicator:</b> Change in expected losses of lives and economic assets (USD) due to the impact of extreme climate-related disasters (A1.1)</i>	Per annum loss and damage due to climate related disaster events in GRB.	Unit: Number Target: less than 7 persons killed; 3 persons missing; 42 houses damaged  Unit: USD Target: less than USD 0.115 m property loss
<i><b>Indicator:</b> Number of males and females benefiting from the adoption of diversified, climate resilient livelihood options (A1.2)</i>		Unit: Number Target: 128,700 Women; 69,300 Men 198,000 Total
<b>Fund-level Impact 2: Increased resilience of health and well-being, and food and water security (A2.0)</b>		
<i><b>Indicator:</b> Number of food secure households (in areas/periods at risk of climate change impacts) (A2.2)</i>		Unit: Number (hhs) Target: Food secure hhs: 151,516 Mildly food insecure hhs: 25,000 Moderately food insecure hhs: 20,000 Severely food insecure hhs: 1,500
<b>Fund - level Impact 3: Improved resilience of ecosystems and ecosystems services (A4.0)</b>		

Intervention Logic/Indicator	Definition of the indicator	Unit of Measure & Final Target
<i>Indicator: Coverage/scale of ecosystems protected and strengthened in response to climate variability and change (A4.1)</i>	The area or number of hectares of the ecosystems that have been protected or rehabilitated in response to climate variability and change.	Unit: Hectares Target: 101,000 ha of climate resilient forest 8,000 ha of climate resilient grassland  Unit: Number Target: 83 climate resilient wetland ecosystems
<b>Fund- level outcomes</b>		
<b>Outcome 1: Strengthened institutional and regulatory systems for climate-responsive planning and development (A5.0)</b>		
<i>Indicator: Institutional and regulatory systems that improve incentives for climate resilience and their effective implementation</i>	In terms of allocating development budget in relationship with climate change	Unit: No. of Municipalities  Target: 10 in Level 1; 20 in Level 2; 45 in Level 3; 76 in Level 4
<b>Outcome 2: Strengthened adaptive capacity and reduced exposure to climate risks (A7.0)</b>		
<i>Indicator: Use by vulnerable households, communities, businesses and public-sector services of Fund-supported tools instruments, strategies, and activities to respond to climate change and variability</i>	The area or number of hectares of the land made resilient through bioengineering techniques.	Unit: hectares  Target: 2,500 ha forest land; 750 ha wetlands; 500 ha grasslands 320 conservation ponds
<b>Outcome 3: Strengthened awareness of climate threats and risk-reduction processes (A8.0)</b>		
<i>Indicator: Number of males and females made aware of climate threats and related appropriate responses</i>	The indicator is set to assess if the funded activities increased awareness, knowledge and skills in climate change adaptation.	Unit: Number  Target: 300,000 people including 104,000 men, 196,000 women, 60,000 Dalits and 100,000 IPs
<b>Outcome 4: Improved management of land or forest areas contributing to emission reductions (M9.0)</b>		
<i>Indicator: Hectares of land or forests under improved and effective management that contributes to CO<sub>2</sub> emission reductions</i>		Unit: hectares Target: 500 ha of land under agroforestry; 90,000 ha of forest, 6,000 ha of grassland and 150 freshwater sites under improved management; 1000 ha of community forest land and 100 ha of community grassland  Unit: Carbon stocks Target: 200,974 tCO <sub>2</sub> e sequestration
<b>Project/Programme performance indicators</b>		
<b>Component 1: Community resilience</b>		

Intervention Logic/Indicator	Definition of the indicator	Unit of Measure & Final Target
<i>Indicator: Change in area planted under climate resilient crop varieties</i>		Unit: hectares Target: 38,512 ha of flood prone paddy land is under the cultivation of flood tolerant paddy variety; 66,750 ha of drought prone wheat land is under cultivation of drought tolerant wheat variety
<i>Indicator: Increase in per capita income from upgraded value chain options</i>		Unit: NPR Target: Overall per capita income increases to NRs 64,170 (30% increase from the baseline)
<i>Indicator: Increase in agricultural cropping intensity</i>		Unit: Percentage Target: 220% increase
<b>Component 2: Ecosystem resilience</b>		
<i>Indicator: Hectares of community forests under improved management</i>		Unit: Hectares Target: 1000 hectares of area in 50 community forests made resilient from the impact of invasive species
<i>Indicator: Change in water infiltration rate</i>		Unit: Percentage Target: 5% increase in infiltration rate
<i>Indicator: Improvement in recharge of restored wetlands</i>		Unit: Percentage Target: 20% improvement in recharge
<i>Indicator: Improvement in soil fertility resulting from applying nature-based solutions</i>		Unit: Percentage Target: 20% improvement in soil fertility
<b>Component 3: Climate governance</b>		
<i>Indicator: Increase in area of community managed spring-shed and water source protection</i>		Unit: Percentage Target: 30% increase in area
<i>Indicator: No. of integrated sub-riverine watershed and water resource management plans</i>		Unit: Number Target: 21 plans of SOPs.
<i>Indicator: Incorporation of ecosystem-based approaches in integrated development plans</i>	The number of integrated developments plans incorporate ecosystem-based approaches	Unit: Number Target: 50

(iii) Provide an updated version of the M&E plan with validated and proposed indicators, baselines, targets, data sources and method/ approach of data collection, reporting schedules and responsibilities, risks assessments etc.

(iv) Provide GIS data and maps of vulnerability, hazard sites, ecosystem services and facilities in communities based on risk profiles. It includes compilation of data sets and GIS maps, including:

- An overall map of the GRB region
- A map detailing the river basins and sub-basins using agreed classification systems

- Political and administrative boundaries, including locations of relevant government field offices and, if possible, ranges that these offices cover
- Socio economic data and maps (wealth mapping, demographic mapping and infrastructure etc)
- Climate and natural hazard vulnerability maps and data sets
- Existing land uses including agriculture, community forests and catchment and river basin infrastructure.
- An assessment of any evidence of land use change over recent years (e.g. agricultural land abandonment)
- Location maps of proposed target sites

#### 4. Methodology

The consultant will identify and describe the most appropriate and efficient methodology and approach for designing and conducting a baseline study which will not only inform project target setting, implementation fidelity and performance, but also serve as the baseline for a future impact study. It is envisioned that the methodology will include (but not limited to) the following:

- Documentation Review;
- Scoping mission;
- Review/validation of the project Theory of Change and develop baseline and impact evaluation questions (key & subsidiary questions) and indicators;
- Develop an appropriate Baseline study design;
- Perform Sample size and Power calculations;
- Develop schedule/timeline and data collection/survey tools for baseline study;
- Carry out the baseline study;
- Develop baseline study report and maps;
- Disseminate findings.

#### 5. Deliverables/Outputs of the Assignment

Four main deliverables are expected:

**(i) Inception Report:** In the project inception phase, the consultant will undertake consultative calls and meetings combined with review and analysis of documents, which will culminate in the development of the inception report which will be submitted to IUCN within 15 days of contract signing. This report will describe in details the approach, methodology and workplan to be used in executing the assignment. The report will also include the proposed outline of the baseline report. The consultants will convene an inception meeting/workshop for discussing the report with a view to making comments for improvement.

**(ii) Draft Baseline Study Report:** The draft report will clearly indicate the baseline values for the above specified indicators. The baseline values should be in the units of measurement indicated in the project documents. The draft baseline report should be submitted within the 70 days of contract signing.

**(iii) Final Baseline Study Report:** Project stakeholders will review the draft report and provide feedback that will inform the subsequent update of the draft report to final report. The final baseline study report will be presented to project management unit for their adoption or approval. It should include the revised M&E plan. The final baseline report should be submitted within the 80 days of contract signing.

**(iv) Data sets/maps:** All data sets and supporting documentation such as code books, data dictionaries, maps as described in Section 3 (iv). It should be submitted within the 80 days of contract signing.

#### 6. Reference Documents

Relevant documents that the project team will share with the Consultant include (but not be limited to) the following:

- Funding proposal - Can be access from:  
[https://www.greenclimate.fund/sites/default/files/document/fp131-iucn-nepal\\_0.pdf](https://www.greenclimate.fund/sites/default/files/document/fp131-iucn-nepal_0.pdf)

## **7. Required Experience, Skills and Competencies - The Consultancy team**

The consultancy firm will work closely with the project team and the team will provide overall coordination. The consultancy firm will to meet the following conditions:

- Minimum of 5 years of existence and experience in socio-economic, biophysical assessment, climate change impacts assessment, environmental impact assessment and natural resource management;
- Having undertaken programme or project baseline or environmental impact assessments in Nepal, preferably in the Gandaki River Basin region
- Experience in designing ex-post impact studies with demonstrated application of various evaluation designs - experimental non-experimental designs, sample size and power calculations;
- Experience in river basin or watershed or catchment assessments, including land-use and restoration project, baseline and impact assessment of development or conservation projects;

The consultancy firm is expected to provide a pool of experts to implement the outlined tasks. The key skills and competencies of team members include:

- A relevant Master degree at in related discipline;
- At least ten (10) years' relevant experience;
- Demonstrated experience conducting baseline studies for similar projects;
- Previous experience in the development of project Theories of Change, log-frames/results frameworks with SMART indicators;
- Clear understanding of research methodologies and experience using a range of research tools and techniques with regards to climate change adaptation;
- Skill on data management and GIS;
- Strong skills in monitoring and evaluation;
- Experience working in the river basin and watersheds of Nepal;
- Fluent in written English

## **8. Timeframe of the Consultancy**

The assignment will be conducted within a period of 90 days between 15 May 2023 and 14 August 2023.

**Attachment 2: Declaration of Undertaking (select 2a for companies or 2b for self-employed as applicable to you)**

**2A DECLARATION OF UNDERTAKING in relation to RfP <insert RfP reference> [for organization]**

I, the undersigned, hereby confirm that I am an authorised representative of the following organisation:

Registered Name of Organisation (the "Organisation"): \_\_\_\_\_

Registered Address (incl. country): \_\_\_\_\_

Year of Registration: \_\_\_\_\_

I hereby authorise IUCN to store and use the information included in the attached Proposal for the purpose of evaluating Proposals and selecting the Proposal IUCN deems the most favourable. I acknowledge that IUCN is required to retain the Proposal in its entirety for 10 years after then end of the resulting contract and make this available to internal and external auditors and donors as and when reasonably requested.

Where the Proposal includes Personal Data as defined by the European Union's General Data Protection Regulation (GDPR), I confirm that the Organisation has been authorised by each Data Subject to share this Data with IUCN for the purposes stated above.

I further confirm that the following statements are correct:

1. The Organisation is duly registered in accordance with all applicable laws.
2. The Organisation is fully compliant with all its tax and social security obligations.
3. The Organisation and its staff and representatives are free of any real or perceived conflicts of interest with regards to IUCN and its Mission.
4. The Organisation agrees to declare to IUCN any real or perceived emerging conflicts of interests it or any of its staff and representatives may have concerning IUCN. The Organisation acknowledges that IUCN may terminate any contracts with the Organisation that would, in IUCN sole discretion, be negatively affected by such conflicts of interests.
5. None of the Organisation's staff has ever been convicted of grave professional misconduct or any other offence concerning their professional conduct.
6. Neither the Organisation nor any of its staff and representatives have ever been convicted of fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation.
7. The Organisation acknowledges that engagement by itself or any of its staff in fraud, corruption, money laundering, supporting terrorism or involvement in a criminal organisation will entitle IUCN to terminate any and all contracts with the Organisation with immediate effect.
8. The Organisation is a going concern and is not bankrupt or being wound up, is not having its affairs administered by the courts, has not suspended business activities, is not the subject of proceedings concerning those matters, or in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
9. The Organisation complies with all applicable environmental regulatory requirements or other legal requirements relating to sustainability and environmental protection.
10. The Organisation is not included in the UN Security Council Sanctions List, EU Sanctions Map, US Office of Foreign Assets Control Sanctions List, or the World Bank listing of ineligible firms and individuals. The Organisation agrees that it will not provide direct or indirect support to firms and individuals included in these lists.
11. The Organisation has not been, is not, and will not be involved or implicated in any violations of Indigenous Peoples' rights, or injustice or abuse of human rights related to other groups or individuals, including forced evictions, violation of fundamental rights of workers as defined by the International Labour Organization's (ILO) Declaration on the Fundamental Principles and Rights at Work, child labour, sexual exploitation, sexual abuse, or sexual harassment.

\_\_\_\_\_  
<Date and Signature of authorised representative of the Proposer>

< Name and position of authorised representative of the Proposer >

## Attachment 3: Contract Template

### TEMPLATE CONSULTANCY AGREEMENT (for COMPANIES)

CONTRACT REFERENCE NUMBER	
PROJECT NUMBER	
AWARD NUMBER	

#### CONSULTANCY AGREEMENT (the "Agreement")

between

**IUCN, International Union for Conservation of Nature and Natural Resources**, an international association established under the laws of Switzerland, with its World Headquarters located at Rue Mauverney 28, 1196 Gland, Switzerland (hereafter "IUCN"),

and

[full legal name of other party], [type of company] established under the laws of [name of country], with headquarters located at [address], [country] (hereafter "Consultant")

IUCN and the Consultant shall be referred to herein individually as a "Party" and together as the "Parties".

#### PREAMBLE

**Whereas** the mission of IUCN is to influence, encourage and assist societies throughout the world to conserve the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable;

[OPTION 1] **Whereas** IUCN has received a donation from [name of the Donor] (hereafter the "Donor") to implement the Project [insert the name] (the "Project") and wishes to benefit from certain skills and abilities of the Consultant with the aim of providing IUCN with assistance and support in [describe the activities for which support is expected from Consultant].

[OPTION 2] **Whereas** IUCN wishes to obtain advisory and consulting services from the Consultant [for XXX or in the area of XXX] and the Consultant agrees to assist IUCN with such services under the terms and the conditions set forth in this Agreement.

**Whereas** the Consultant has represented to IUCN that it has the required expertise and experience;

**Now therefore** the Parties agree as follows:

#### 1. SERVICES

1.1 The Consultant will [short description of the services], perform the tasks and deliver the deliverables no later than the agreed deadline(s) as set out in the terms of reference attached as Annex I (the "Services").

1.2 The Consultant will assign [name of the person(s) and title(s)] (the "Key Personnel"), who is/are(an) employee(s) of the Consultant, to the performance of the Services on behalf of the Consultant. The replacement of any Key Personnel must be approved in advance by IUCN in writing.

1.3 IUCN reserves the right to request any reports (progress, financial or otherwise additional to those required under the Agreement), which could be considered to be reasonably required to evidence satisfactory performance under the Agreement. All financial records and other relevant documents relevant to or pertaining to this Agreement may be subject to inspection and/or audit at the discretion of IUCN or of the Donor. The Consultant agrees to allow IUCN or Donor's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. In the event of inspection or audit, IUCN or Donor shall provide the Consultant reasonable prior written notice.

1.4 The Consultant shall not subcontract the Services to third parties without the prior written consent of IUCN. However, the Consultant may under its own responsibility use the services of others provided such services are of an auxiliary or clerical nature.

## 2. TERM

This Agreement comes into effect on [date] [or] [upon its signature by both Parties] (the “Effective Date”) and will expire on [date] (the “Expiration Date”).

## 3. INDEPENDENT STATUS

3.1 The employees, directors or shareholders of the Consultant shall not be entitled to any pension, bonus or other fringe benefits from IUCN.

3.2 The Consultant shall have no authority to enter into contracts or to incur any other legally binding commitment on behalf of IUCN.

3.3 No employee, director or other representative of the Consultant shall hold him or herself out or permit itself to be held out as having authority to do or say anything on behalf of or in the name of IUCN.

3.4 The Consultant shall be solely and exclusively liable for any and all taxes, levies or dues required to be paid in any of the countries where this Agreement applies, on any amounts paid to the Consultant by IUCN and has sole responsibility for declaring such amounts to the relevant tax authorities.

## 4. OBLIGATIONS

4.1 The Consultant shall carry out its duties in an expert and diligent manner and to the best of its ability and shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the IUCN Contact Person.

4.2 The Consultant shall give written or oral advice or information regarding the execution of the Services as and when required by IUCN.

4.3 In the case of illness or accident or a case of Force Majeure as described under clause 16.3 preventing the Key Personnel from performing the Services, the Consultant shall promptly notify IUCN in writing of impediment.

## 5. REMUNERATION

5.1 As full remuneration for the Services performed under the terms of this Agreement, IUCN shall pay the Consultant a fixed and firm lump sum of [currency/amount in numbers (amount spelled out in letters)] (“the Remuneration”) based on [number of days] days of work at a daily rate of [daily rate] as follows:

5.1.1 A first instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration upon receipt of a signed copy of this Agreement together with a first invoice;

5.1.2 A second instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to 30% of the Remuneration [please indicate what task(s)/deliverable(s) will trigger payment] and presentation of the corresponding invoice; and

5.1.3 A third and last instalment of [currency/amount in numbers (amount spelled out in letters)] corresponding to remaining 40% of the Remuneration upon satisfactory and timely completion and IUCN written acceptance of all Services as specified in Annex I. The final invoice must be submitted no later than [insert the no. of days e.g. 30 days] after IUCN’s written acceptance of all Services or after the Agreement end date whichever is later.

5.2 The Consultant must submit a valid invoice quoting the Contract Reference Number and number of the instalment for each payment to be made.

5.3 If the tasks defined in the Agreement are not fulfilled to the satisfaction of IUCN within the requested time limit, IUCN reserves the right to withhold any further payments and recuperate any funds already paid for unfulfilled Services.

5.4 IUCN shall make payments to the Consultant's bank account (to be opened in the name of the Consultant in the place where Consultant is established or where the Services are provided) as follows:

Complete Account name: [xxx]  
Account type and currency: [xxx]  
Bank name: [xxx]



Bank address: [xxx]  
Account No.: [xxx]  
SWIFT Code or other bank routing code: [xxx]  
IBAN No: [xxx]

5.5 The Consultant shall bear bank charges for international wire-transfers (namely from the Consultant's bank or any intermediary banks) associated with any transfer of funds that IUCN may make hereunder.

5.6 Funds that remain unused at the Expiration Date or termination date of this Agreement must be returned to IUCN within sixty (60) days following either of such dates, as applicable.

## 6. TRAVEL EXPENSES

6.1 Travel expenses in connection with this Agreement shall not exceed [currency/amount in numbers] [(currency and amount in words)]. All travel has to be approved in writing (email accepted) by the IUCN Contact Person before any reservation is made.

6.2 The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/corporate/finance/procurement/iucn-travel-policy>.

6.3 A financial report with receipts (e.g. transportation, accommodation, meals and incidentals) must be submitted in the currency of the Agreement to the IUCN Contact Person in order for reimbursement to be made.

## 7. CONSULTANT'S WARRANTIES AND UNDERTAKINGS

7.1 The Consultant warrants that its performance of the Services under the terms of this Agreement will not infringe on the rights of any third party or cause the Consultant to be in breach of any obligation towards a third party.

7.2 The Consultant warrants that it has obtained the assignment of all Results and Intellectual Property rights pertaining to the Results from his employees (including without limitation the Key Personnel).

7.3 The Consultant shall maintain at its sole expense liability and any other relevant insurance covering the performance of this Agreement. IUCN may require the Consultant to provide a certificate of insurance evidencing such coverage.

7.4 The Consultant represents and warrants that no part of the Remuneration shall be provided to, or used to support, individuals and organizations associated with terrorism as identified on any sanction list published by the European Union, the United States Government, the United Nations Security Council or other relevant agency or body.

## 8. CONFIDENTIALITY

8.1 The Consultant will not disclose or use, at any time during or subsequent to this Agreement, any confidential information of IUCN or any other non-public information relating to the business, financial, technical or other affairs of IUCN except as required by IUCN in connection with the Consultant's performance of this Agreement or as required by law. In particular, but without prejudice to the generality of the foregoing, the Consultant shall keep confidential all Intellectual Property and know-how disclosed to it by IUCN, which becomes known to it during the period of this Agreement or which it develops or helps to develop in providing the Services to IUCN.

8.2 The Consultant may communicate confidential information only to those of its employees who are directly and necessarily involved in the performance of this Agreement or who are bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.3 The Consultant shall:

8.3.1 not disclose to third parties (including news and social media) without express prior written consent of IUCN the contents of this Agreement and the results of work performed as part of the provision of the Services;

8.3.2 disclose know-how and other confidential information of IUCN which is provided by IUCN to the Consultant for the purpose of carrying out the Services only to those persons necessary to accomplish the Services and only to the extent necessary for the proper performances of the Services or to persons bound to the Consultant by obligations no less stringent as the ones mentioned in this Agreement.

8.4 The Consultant agrees to immediately notify IUCN in writing if it becomes aware of any disclosure in breach of the obligations of this clause 8. It shall be responsible for any breach of these obligations by its employees or subcontractors. The Consultant will take all steps necessary to prevent further disclosure.

## 9. PROPERTY OF RESULTS

All notes, memoranda, correspondence, records, documents and other tangible items made, by the Consultant in the course of providing the Services will be and remain at all times the property of IUCN. At any time, even after the termination of this Agreement, the Consultant shall, upon request, promptly deliver to IUCN all such tangible items which are in its possession or under its control and relate to IUCN, its business affairs and clients and/or the Services.

## 10. INTELLECTUAL PROPERTY

10.1 Intellectual Property rights are any and all rights and prerogatives, registered or not, arising from the Swiss and international legislation on the protection of notably patents, design, trademark, as well as know-how and trade secrets.

10.2 Pre-existing Intellectual Property (Pre-existing Rights”) of a Party means any rights, title and interests in, to and under any and Intellectual Property that have been conceived or developed by such Party prior to the Effective Date or that is conceived or developed by such a Party at any time wholly independently of the implementation of this Agreement. Subject to the rights and licenses expressly granted under this Agreement, each Party shall retain ownership of its Pre-existing Rights. The Consultant hereby grants to IUCN a non-exclusive, worldwide, perpetual, royalty free, sub-licensable license to use Pre-existing Rights incorporated in the Services. The Consultant shall ensure that it has obtained all the rights to use any Pre-existing Rights belonging to third parties that are necessary to implement this Agreement.

10.3 All Intellectual Property rights, including copyright, in the Services produced under this Agreement are vested in IUCN and the Consultant hereby assigns and agrees to assign to IUCN or its nominee, with full title guarantee, all rights in and to any Intellectual Property resulting from the implementation of this Agreement for the full duration of such rights, including, without any limitations, the right to use, publish, license, translate, sell or distribute, privately or publicly, any item or part thereof wherever in the world enforceable.

10.4 The Consultant confirms that IUCN shall have all rights of development, manufacture, promotion, distribution and exploitation in relation to the projects undertaken and products developed in the course of the provisions of the Services and the Intellectual Property created or arising from the provision of the Services.

10.5 Neither Party shall have the right to use the other Party's name, logo and/or other trademarks in any medium and for whatever purpose without the other Party's prior written consent in each instance of use.

## 11. LIABILITY AND INDEMNITY

11.1 IUCN shall not be held liable for any damage caused or sustained by the Consultant, including any damage caused to its employees and / or third parties as a consequence of or during the provision of the Services or the implementation of the Present Agreement.

11.2 The Consultant agrees to indemnify and hold IUCN harmless from any and all losses and damages that IUCN may incur as a result of Consultant's actions or omissions in rendering the Services or the breach of any of the Consultant's obligations contained in this Agreement.

## 12. COMMUNICATION AND NOTICES

12.1 All correspondence and notices in connection with the implementation of this Agreement must be directed as follows:

IUCN Contact Person	Consultant Contact Person
[name] [title] [name of IUCN Programme/Office] [address] [phone] [email]	[name] [title] [address] [phone] [email]

12.2 In case the Contact Person is being changed, the authorized representative of each Party shall notify the other Party in writing (email accepted).

### **13. ETHICS, FRAUD AND CORRUPTION**

13.1 The Consultant shall comply with the principles and expected standards of conduct equivalent to those stipulated in Section 4 of the Code of Conduct and Professional Ethics for the Secretariat, available at [https://www.iucn.org/downloads/code\\_of\\_conduct\\_and\\_professional\\_ethics.pdf](https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf), which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.2 The Consultant shall take all necessary measures to prevent any situation where the impartial and objective implementation of the Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest.

13.3 The Consultant represents and warrants that there are no potential or actual conflicts of interests in relation to the implementation of this Agreement. If, during the course of this Agreement, the Consultant becomes aware of facts which constitute or may give rise to a conflict of interest, the Consultant shall promptly inform the IUCN Contact Person in clause 12.1 in writing, without delay. The Consultant shall immediately take all the necessary steps to rectify this situation. IUCN reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken within a specified deadline.

13.4 The Consultant shall take all necessary precautions to avoid fraud and corrupt practices in implementing this Agreement. The Consultant shall comply with the standards of conduct equivalent to those stipulated in IUCN's Anti-fraud Policy, available at [https://www.iucn.org/downloads/anti\\_fraud\\_policy.pdf](https://www.iucn.org/downloads/anti_fraud_policy.pdf), which by signing this Agreement, the Consultant confirms it has reviewed and accepted.

13.5 The Consultant shall cooperate fully in any investigations linked to events under this clause which may be carried out by IUCN and/or the Donor and shall give access to all records (and to its staff if applicable) in the event that this is needed to support investigations of complaints of unethical behavior, fraud or corruption. IUCN reserves the right to take necessary legal action and/or terminate the Agreement in accordance with clause 16 if it determines that any fraud, corruption and/or unethical behaviour has occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the fraud.

### **14. NON-DISCRIMINATION AND POLICY ON THE PROTECTION FROM SEXUAL EXPLOITATION, SEXUAL ABUSE, AND SEXUAL HARASSMENT (SEAH POLICY)**

14.1 IUCN recommends the Consultant to apply non-discriminatory practices in terms of benefits and remuneration for both men and women employees in the performance of this Agreement.

14.2 The Consultant will comply with the principles and standards of protection equivalent to those stipulated in the SEAH Policy available at [https://www.iucn.org/sites/dev/files/seah\\_revised\\_version\\_2020apr27.pdf](https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf)

### **15. PROCESSING OF PERSONAL DATA**

15.1 Personal Data is any information relating to an identified or identifiable individual, unless otherwise defined under applicable law. The Parties commit themselves to respect applicable data protection laws and regulations and process Personal Data in accordance with the terms of this Agreement.

15.2 IUCN may share Personal Data of the Consultant and / or Consultant Key Personnel with the Donor and other IUCN partners strictly involved in the implementation of the Project. The Consultant will have the right of access its Personal Data and the right to rectify any such Personal Data held by IUCN. If the Consultant has any queries concerning the processing of Personal Data, it shall address them to IUCN using the online form located at (<https://portals.iucn.org/dataprotection/requestform>).

15.3 IUCN may in the course of performance of this Agreement provide the Consultant with Personal Data. The Consultant shall limit access and use of Personal Data to that strictly necessary for the performance of this Agreement and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to Personal Data.

15.4 Where the Consultant engages another processor for carrying out specific processing activities on behalf of IUCN, the same data protection obligations as set out in this Agreement and the applicable law shall be imposed on that other

processor by way of an agreement. Where that other processor fails to fulfil its data protection obligations, the Consultant shall remain fully liable to IUCN for the performance of that other processor's obligations.

15.5 Where Personal Data is transferred to a country that has not been deemed to provide an adequate level of protection for Personal Data or to an International Organization within the meaning of Regulation (EU) 2016/679, the Consultant shall ensure that appropriate safeguards in accordance with applicable law are provided.

15.6 The Consultant shall promptly, and in any case within twenty-four (24) hours inform IUCN through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

## 16. TERMINATION

### 16.1 Termination for cause

16.1.1 IUCN reserves the right to terminate this Agreement in whole or in part, upon written notice with immediate effect in the event that the Consultant:

- i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to IUCN;
- ii. defaults in carrying out any of its obligations under this Agreement;
- iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
- iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
- v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world.

16.1.2 If it is determined that the Consultant has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Consultant shall promptly reimburse IUCN for all expenditures incurred in the performance of this Agreement.

### 16.2 Termination for lack of Donor funds

IUCN shall have the right to terminate this Agreement with immediate effect and without any liability for damages to the Consultant in case the agreement between IUCN and the Donor is terminated and/or the Remuneration funds become unavailable to IUCN.

### 16.3 Termination for force majeure

16.3.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities, or other emergencies making it illegal or impossible for either Party to perform its obligations ("Force Majeure Event"). The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable.

16.3.2 This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

16.3.3 Notwithstanding the above, the Parties may agree to a suspension or an extension of the Agreement as deemed appropriate. Upon termination of the Force Majeure Event, the performance of the suspended Services shall without delay recommence.

16.3.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 16.3.

### 16.4 Effects of Termination

In the event of termination under this clause, IUCN shall pay the Consultant any outstanding Remuneration in respect of Services performed by the Consultant up until the effective date of termination, it being understood that the total amount payable by IUCN to the Consultant shall not exceed the Remuneration stated in clause 5 of the Agreement. The Consultant shall within thirty (30) days of termination, and at IUCN's request:

16.4.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;

16.4.2 refund to IUCN any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to IUCN,

16.4.3 reimburse IUCN for any expenditures made in breach of the terms of this Agreement and

16.4.4 submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.

## 17. APPLICABLE LAW AND DISPUTE RESOLUTION

17.1 The performance and interpretation of this Agreement will be subject exclusively to the laws of Nepal, excluding its conflict of laws principles.

17.2 Any dispute arising out of or in relation with this Agreement that cannot be resolved amicably by the Parties or by way of mediation shall be submitted to the competent courts of Kathmandu, Nepal.

## 18. GENERAL PROVISIONS

18.1 This Agreement is the complete understanding between IUCN and the Consultant and replaces all other agreements and understandings in reference to the subject matter of this Agreement.

18.2 Any modification or amendment of this Agreement shall be in writing and shall become effective if and when signed by both Parties.

18.3 This Consultancy Agreement is non-exclusive. IUCN is free to consult other experts in the Consultant's field of specialization.

18.4 This Agreement is personal to IUCN and the Consultant, and neither Party may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.

18.5 Either Party waives all and any rights of set-off against any payments due hereunder and agrees to pay all sums due hereunder regardless of any set-off or cross claim.

18.6 All provisions that logically ought to survive termination of this Agreement shall survive. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that in this case such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" or electronic signature page were an original thereof.

**Signed on behalf of:**  
**IUCN, International Union for**  
**Conservation of Nature and**  
**Natural Resources**

Date: \_\_\_\_\_

**[Name of representative]**

**[Position of representative]**

**ANNEXES**

**[please list all annexes named in the Agreement]**

**[full name of OTHER PARTY]**

Date: \_\_\_\_\_

**[Name of representative]**

**[Position of representative]**

**Attachment 4: Technical and Financial Forms**

**(Separate Envelop – No 1)**

**A. (Technical Proposal Form:)**

***A-1: Technical Proposal Submission Letter in Organization Letter head, signed and seal.***

**A-2: Organization Background and Experiences**

A-2-1 : To provide description of

**a. Background of your organization,**

*Maximum 1 Pages*

**b. Organization chart,**

**c. List of owners (more than 5%),**

<b>Name</b>	<b>Full Address</b>	<b>Owners (&gt;=5%)</b>
Name 1	Address 1	...%
Name 2	Address 2	...%
.....	.....	...%

**d. List of members of the Board of Directors,**

<b>Board of Directors</b>	<b>Full Address</b>
Name 1	Address 1
Name 2	Address 2
.....	.....

**e. Financial Standing of the Bidder**

<b>Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Total Turn Over/ Sales/ Income			
Total Profit/Surplus (deficit) after Tax			
Fixed Assets			
Current Assets			
Liabilities			
Net Working Capital			
Profit margin ratio			

## A-2-2: Similar Experiences (Experience Data Sheet)

<b>Assignment/Project Name:</b>	<b>Type of Agreement :</b> Main/Lead Organization or Associated Organization
<b>Country and Location:</b>	<b>Human Resources involved from Your Organization:</b>
<b>Name and Full Address of Client or Donor:</b>	
<b>Assignment Value (Original or Award Currency &amp; Amount):</b> e.g CHF 50,000	<b>Equivalent to USD Amount :</b> e.g USD 51,550
<b>Start Date (Month/Year):</b> e.g June 2011	<b>Completion Date (Month/Year):</b> e.g. Feb. 2012
<b>List of Implementing Partners or Sub Consultant and Addresses (if any):</b>	
<b>Implementing Partners:</b> e.g. Partner 1 Name, Address – Value (USD 25,000) Partner 2 Name, Address – Value (USD 5000)	
<b>Associated Organization/Sub Consultant:</b> e.g. Associated Org 1 Name, Address – Value (USD 1000) Associated Org 1 Name, Address – Value (USD 500)	
<b>Names of Professionals or Senior Staff &amp; Designation (e.g. Project Director/Coordinator, Team Leader, Gender and Social Inclusion Expert etc.) involved in the Assignment/ Project</b>	
<ol style="list-style-type: none"> <li>1. Name of Staff – Team Leader, Land Rehabilitation and Resettlement Expert</li> <li>2. Name of Staff – Deputy Team Leader, Hydrologist</li> <li>3. Name of Staff – Gender and Social Inclusion Expert</li> <li>4. Etc...</li> </ol>	
<b>Description of Project or Assignment (maximum 120 words):</b>	
<b>Description of tasks provided by your HR (Maximum 250 Words):</b>	
Name of Staff- Designation- Man-months/days Description Duties provided	
Name of Staff – Designation – Man- months/days Description of Duties provided	
<b>Reference Docs (Work Completion Letter):</b> <b>Attached</b> Yes/No	<b>If No , Please provide reason</b>



**A-3: (If any) Joint Venture Agreement & Power of Attorney, or Letter of Intent/ Association**

Provide Agreement and Power of Attorney (if any)

**A-4: Critical analysis of the project log frame and the TOR**

Maximum 1.5 Pages

**A-5: Detail Approach and Methodology**

Maximum 20 Pages

**A-6: Work Plan and Team Composition**

**1. Work Plan**

Description of Detail Work Plan

**2. Team Composition**

SN	Name of Professional	Designation	Detail Role/ Responsibilities	Involvement	Unit
<b>A</b>	<b>Professionals</b>				
1	Key Professional 1	.....	Description of Detail Responsibilities	.....	Months/Days
2	Key Professional 2	.....	Description of Detail Responsibilities	.....	Months/Days
3	Key Professional 3	.....	Description of Detail Responsibilities	.....	Months/Days
	.....				
<b>B</b>	<b>Support Staff</b>				
1	Support Staff 1	.....	Description of Detail Responsibilities	.....	Months/Days
2	Support Staff 1	.....	Description of Detail Responsibilities	.....	Months/Days
3	Support Staff 1	.....	Description of Detail Responsibilities	.....	Months/Days
	.....				

**3. Team Responsibility Matrixes**

SN	Description of Activities	Days/Month				Total
		e.g. Key Professional 1	e.g. Key Professional 2	e.g. Key Professional 3	e.g. Key Professional 4	
e.g. 1	e.g. Activities/Sub Activities 1					
e.g. 2	e.g. Activities/Sub Activities 2					
e.g. 3	e.g. Activities/Sub Activities 3					
e.g. 4	e.g. Activities/Sub Activities 4					
...	.....	....	...	...	...	...
	<b>Total</b>	....	...	...	...	...

### A-7: Work Schedule and Planning for All Events and Deliverables

For Example,

Ref/SN	Description of Activities	Total	Weeks or Months													
			1	2	3	4	5	6	7	8	9	10	11	12	13	14
A-1	Description of Activities	3Months	■	■	■											
A-2	Description of Activities	7Months			■	■	■	■	■	■	■					
A-3	Description of Activities	2Months		■	■									■	■	
A-4	Description of Activities	14Months	■	■	■	■	■	■	■	■	■	■	■	■	■	

### A-8: Staffing Schedule (Manning Schedule)

For Example,

SN	Name of Staff	Description of Responsibilities	Total	Weeks or Months													
				1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Professional Name	Description of Activities	3Months	■	■	■											
2	Professional Name	Description of Activities	7Months			■	■	■	■	■	■						
3	Professional Name	Description of Activities	2Months		■	■								■	■		
4	Professional Name, etc..	Description of Activities	13Months	■	■	■	■	■	■	■	■	■	■	■	■		

Legend  Home Days/Months  
 Field Days/Months

## A-9: Curriculum Vitae of Professionals

### *Curriculum Vitae*

1. Proposed Position:
2. Name of Staff:
3. Full Address with Contact Details:
4. Organization Name:
5. Date of Birth:                      Nationality:                      Citizenship/Passport No:
6. Education: *Please provide college or university and other specialized education of staff, giving names of institutions, degrees obtained, and dates of obtainment*
7. Countries of Work Experience:
8. Employment Records:

	From	To
	Employer	
	Position Held	
	From	To
	Employer	
	Position Held	
9. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned (as Proposed Position)

Assignment/Project Name		
Involved	From	To
Country and Locations		
Donor/Client Name		
Position Held and Activities Performed		
Assignment/Project Name		
Involved	From	To
Country and Locations		
Donor/Client Name		
Position Held and Activities Performed		
10. Trainings
11. Publications
12. Achievements/Awards
13. Languages
14. References (please provide two)
15. Certification

**Maximum Pages 5 Pages**

## A-10: 3 Relevant References of Clients/Donor Similar to IUCN for Similar Work

### A-11: Technical Proposal Form: Annexes:

**Annex 1:** Organization Registration Certificates (TAX, PAN/VAT, etc.)

**Annex 2:** Audit Reports (at least three years)

**Annex 3:** Work Completion Letters

**Annex 4:** Organizational Profile

**Annex 5:** *(if necessary)*

.....

**(Separate Envelop – No 2)**

**B. (Financial Proposal Form:)**

**B-1: Financial Proposal Submission Letter in Organization Letter head, signed and seal.**

**B-2: Financial Proposal**

**Financial Proposal  
For**

(.....)

**In NPR**

SN	Description of Costs	Unit	Nos	Quantity	Rate	Total
<b>A Remuneration</b>						
1	Key Professional 1					
2	Key Professional 2, etc...					
3	Support Staff 1					
4	Support Staff 2, etc..					
<b>Sub Total (A)</b>						
<b>B Out of Pocket Expenses</b>						
1	Travel Related Expenses					
2	DSA Related Expenses					
3	Accommodation Expenses					
4	Printing / Photocopy Expenses, Reporting Expenses					
5	Workshop/Event/FGD Related Expenses					
6	Office Consumables					
7	Others as per the requirement etc...					
<b>Sub Total (B)</b>						
<b>C Sub Total (A+B)</b>						
<b>D VAT</b>						
<b>E Grand Total (C+D) Total Proposed Amount</b>						

(In Words.....)

Authorized Signatory:..... Organization Seal

Name:

Designation:

Organization:

Contact:

Date:

## **Technical and Financial Proposal Checklist for Bidders**

### **Description of Checklist**

**Check**

#### **A. Technical Proposal Form**

Declaration of Undertaking (select 2a for companies or 2b for self-employed as applicable to you)

A-1: Technical Proposal Submission Letter in Organization Letter head, signed and seal.

A-2: Organization Background and Experiences

#### **A-2-1 : To provide description of**

A-2-2: Similar Experiences (Experience Data Sheet)

A-3: (If any) Joint Venture Agreement & Power of Attorney, or Letter of Intent/ Association

A-4: Critical analysis of the project log frame and the TOR

A-5: Detail Approach and Methodology

A-6: Work Plan and Team Composition

A-7: Work Schedule and Planning for All Events and Deliverables

A-8: Staffing Schedule (Manning Schedule)

A-9: Curriculum Vitae of Professionals

A-10: 3 Relevant References of Clients/Donor Similar to IUCN for Similar Work

A-11: Technical Proposal Form: Annexes:

*Annex 1: Organization Registration Certificates (TAX, PAN/VAT, etc.)*

*Annex 2: Audit Reports (at least three years)*

*Annex 3: Work Completion Letters*

*Annex 4: Organizational Profile*

*Annex 5: (if necessary)*

#### **B. Financial Proposal Form**

B-1: Financial Proposal Submission Letter in Organization Letter head, signed and seal.

B-2: Financial Proposal