



**REQUEST FOR PROPOSAL (RFP)**  
**for “Baseline Survey for the Impact Evaluation (IE) of Green Climate Fund (GCF)**  
**Financed- “Supporting Climate Resilience and Transformational Change in the**  
**Agriculture Sector in Bhutan”**

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Baseline Survey for the Impact Evaluation (IE) of Green Climate Fund (GCF) Financed- “Supporting Climate Resilience and Transformational Change in the Agriculture Sector in Bhutan”**. Proposals may be submitted on or before **Friday, November 20, 2020** and via email, courier mail or fax to the address below:

United Nations Development Programme  
*Procurement Unit*  
procurement.bt@undp.org

Your Proposal must be expressed in English, and valid for a minimum period of 60 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP’s re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated; you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

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~~UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link :~~

~~[http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)~~

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

  
Mr. Chimi Rinzin  
Portfolio Manager, UNDP  
11/13/2020

## Description of Requirements

Context of the Requirement	<i>Please refer ToR</i>
Implementing Partner of UNDP	Gross National Happiness Commission (GNHC)
Brief Description of the Required Services	<b>Baseline Survey for the Impact Evaluation (IE) of Green Climate Fund (GCF) Financed- "Supporting Climate Resilience and Transformational Change in the Agriculture Sector in Bhutan"</b>
List and Description of Expected Outputs to be Delivered	The surveys shall cover 8 Project Dzongkhags which includes Dagana, Punakha, Trongsa, Tsirang, Samtse, Sarpang, Wangdue Phodrang and Zhemgang, covering about 150 villages and 3000 households (based on sampling frame)
Person to Supervise the Work/Performance of the Service Provider	Please refer ToR
Frequency of Reporting	Output based and as and when needed
Progress Reporting Requirements	Please refer ToR
Location of work	Please Refer ToR
Expected duration of work	60 working days stretched over the period from 1st December 2020 to 15th February 2021. The field work should be carried out for project sites located in 8 project districts that will involve travel to remote villages in some of these dzongkhags.
Target start date	1st Dec 2020
Latest completion date	15 February 2021
Travels Expected	Please refer ToR
Special Security Requirements	<input checked="" type="checkbox"/> Not Applicable

Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Please refer ToR
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input type="checkbox"/> Ngultrum
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> Not Applicable. UNDP is exempted from payment of any form of tax.
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	<ul style="list-style-type: none"> <li>• 30% upon submission of inception report, pre-testing report and upon approval of survey questionnaires and before commencement of field work.</li> <li>• 20% upon submission and acceptance of the first draft report, data and Presentation of the results of the baseline survey and validation by the National Evaluation Team.</li> <li>• 50% upon validation and submission of the final report in soft copy along with entire raw data and the soft copy of the report.</li> </ul>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	The progress of the consultant will be monitored based on the timelines and milestones indicated in the inception note. UNDP will disburse the payments based on the clearance and certification of payment by the UNDP Project Manager

Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> 1. Relevant work experiences as per requirement - 30 points 2. Adequacy of the proposed methodology and work plan in response to the Terms of Reference - 40 points <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP <sup>1</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>2</sup> <input checked="" type="checkbox"/> Detailed TOR
Contact Person for Inquiries (Written inquiries only) <sup>3</sup>	<i>Ms. Nima</i> <i>Procurement Associate UNDP</i> <i>nima@undp.org</i>  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Other Information	<p>The Technical Proposal document must be submitted along with the following documents:</p> <ul style="list-style-type: none"><li>• A brief background of the applicant firm and a letter of intent;</li><li>• Evidence of experience in undertaking similar works (provide examples and referees);</li><li>• Technical proposal: A summary of the methodology and timelines for ensuring completion of work by required time;</li><li>• CVs of the lead consultant and key team members; and</li><li>• Financial proposal (all-inclusive lump sum amount with cost breakdown)</li></ul> <p>The proposal should be submitted in electronic format by Friday, November 20, 2020 to <a href="mailto:procurement.bt@undp.org">procurement.bt@undp.org</a>.</p>
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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>4</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>5</sup>)*

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[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :*

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) 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.*

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<sup>4</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>5</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

C. Qualifications of Key Personnel

*If required by the RFP, the Service Provider must provide:*

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

D. Cost Breakdown per Deliverable\*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	Total	100%	

*\*This shall be the basis of the payment tranches*

E. Cost Breakdown by Cost Component *[This is only an Example]:*

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				



b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

*[Name and Signature of the Service Provider's  
Authorized Person]*

*[Designation]*

*[Date]*

*General Terms and Conditions for Services***1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

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**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract

or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### 7.0 INDEMNIFICATION:

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

#### 8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

#### 9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the

property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

- 13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
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13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

- 13.2.1 any other party with the Discloser's prior written consent; and,
- 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
  - 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
  - 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
  - 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- ~~14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.~~
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

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

## 15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

## 16.0 SETTLEMENT OF DISPUTES

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

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

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#### ~~17.0 PRIVILEGES AND IMMUNITIES.~~

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

#### 18.0 TAX EXEMPTION

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



UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### 19.0 CHILD LABOUR

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

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

#### 20.0 MINES:

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

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

#### 21.0 OBSERVANCE OF THE LAW:

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

#### 22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall

take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 AUTHORITY TO MODIFY:**

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

**TERMS OF REFERENCE**  
**Hiring of Local Consultancy Firm**  
**Baseline Survey for the Impact Evaluation (IE) of Green Climate Fund (GCF) Financed- “Supporting Climate Resilience and Transformational Change in the Agriculture Sector in Bhutan”**

**PROJECT BACKGROUND**

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Owing to the geographic location and the mountainous terrain, Bhutan is highly vulnerable to climate change resulting in weather extremes, erratic rainfall, water shortages, drought, forest fires, soil erosion and flash floods. Likewise, some remote places are experiencing water scarcity in dry years, while in other areas monsoon has caused flash floods and landslides damaging existing irrigation schemes and disrupting market access. These impacts have a major bearing on smallholder farms in a sector that is critical for realizing the country’s vision of achieving food self-sufficiency and inclusive green socio-economic development. This climate impact on agricultural infrastructure, production and supply place at risk 58% of the country’s population, predominantly smallholder farmers. The increasing costs of recovery strain the limited public resources. With only 7.8% of arable land, it is critical to ensure that the country’s limited agriculture potential is resilient to climate change.

Given the specific climate change challenges confronting smallholders in vulnerable regions in Bhutan, the project seeks to enhance the resilience of smallholder farms to climate change, especially variation in rainfall and frequent occurrence of extreme events, through three complementary outputs:

1. Promote resilient agricultural practices in the face of changing climate patterns
  2. Integrate climate change risks into water and land management practices that affect smallholders
  3. Reduce the risk and impact of climate change-induced landslides during the extreme event that disrupt market access
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The project is implemented by the Department of Agriculture, Ministry of Agriculture & Forests (MoAF), Department of Roads, National Center for Hydrology and Metrology, Local Governments under the National Implementation Modality in collaboration with the UNDP country office.

The UNDP country office - Bhutan with the UNDP-GCF impact evaluation team will commission a firm to conduct surveys in 8 Dzongkhags (regions) of the country. The consultancy will be under the direct supervision, technical guidance and support from the UNDP Regional Technical Advisor, UNDP Country Office, Project Management Unit under Gross National Happiness Commission (GNHC), and International Consultant for Impact Evaluation Specialist.

The Implementing Partner for the Project is coordinated by the GNHC and implemented by the following Responsible Parties (RPs):

- a) Project Dzongkhags include: Dagana, Punakha, Trongsa, Tsirang, Samtse, Sarpang, Wangdue Phodrang and Zhemgang.
- b) Department of Agriculture, Ministry of Agriculture and Forests (MoAF)
- c) Department of Roads, Ministry of Work and Human Settlements (MoWHS)
- d) National Center for Hydrology and Meteorology (NCHM), Ministry of Economic Affairs

## OBJECTIVE OF THIS CONSULTANCY

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The objective of this consultancy is to undertake the baseline household data collection for a prospective and rigorous impact evaluation of a climate change adaptation project: **GCF Funded- “Supporting Climate Resilience and Transformational Change in the Agriculture Sector in Bhutan”**. The baseline study will provide an information base against which to monitor and assess the progress and effectiveness of the project during implementation and after the completion of the project activities. The survey will establish the pre-project conditions against which future changes amongst a target population can be measured.

## SCOPE OF WORK

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The surveys shall cover 8 Project Dzongkhags which includes Dagana, Punakha, Trongsa, Tsirang, Samtse, Sarpang, Wangdue Phodrang and Zhemgang, covering about 150 villages and 3000 households.

The IE framework is a combination of a quasi-experimental design (a Difference-in-Difference) and Randomized Control Trial (RCT) to estimate the programme impacts on beneficiaries in comparison with the control groups.

### 1. Listing of Primary Sampling Units (PSU)

- Collecting inputs from Project Management Unit and RSD to finalize the sampling frame.
- Drawing PSU (villages) from the sampling frame based on the methodology detailed in the Inception report for the impact evaluation of the project.

### 2. Listing of Secondary Sampling Units (SSU)

- Rapid screening and listing survey to list farmers in the study PSUs.
- Drawing SSU from the listing of all rice producers in the study PSUs in accordance with the methodology detailed in the Inception report for the impact evaluation of the project.

### 3. Baseline Agricultural Household Survey design

- A complete household survey will be collected from a sample of about 3000 households in 150 PSUs. The final sample size will be determined by the International Consultant for Impact Evaluation Specialist from the listings of PSU and SSU. Information will be collected through interviews as well as direct observation and FGDs, as necessary.
- Sample frame, size and power calculations:
  - a) collecting inputs from the Project Management Unit and RNR Statistical Division (RSD) to finalize the sampling frame.
  - b) Drawing villages from the sampling frame based on the methodology detailed in the Inception report for the impact evaluation of the project
- Sampling design
  - Baseline draft survey questionnaire
  - Approval of the survey questionnaire
  - Baseline data collection
- The Firm will be provided with an outline of the main modules to include in the baseline agricultural household survey. The household survey will include:

- Agricultural household roster and socio-economic modules, including individual level demographic, education, labor/employment and other information.
- Climate information module, including access to climate information and seasonal forecast.
- Agricultural module, including farming production process – detailed inputs and output including post-harvest processes such as access to markets.
- A household economy module, including expenditures and assets.
- A household physical characteristics module that documents the location, type and size of housing, housing upgrades, household facilities – especially access to, and types of sanitation, hygiene & water facilities, and other housing facilities and amenities. [GPS/GIS] information should be collected for each household in the evaluation sample.

The Firm will develop the baseline agricultural household survey, elaborating on the above modules.

- **Support and coordinate with the IE Specialist, PMU and RSD to define data sources and methods of collection and preferred measurement methods.** Specifically,
    - Reviewing Questionnaire templates and adapting them to the country specific context
    - Participating in questionnaire pretesting
    - Review questionnaire with advisory panel
    - Finalize questionnaire based on feedback and pretesting
- 4. Additional notes on the agricultural survey:**
5. Agricultural Yield estimate using Crop Cut methodology: As part of the agricultural household survey, a Crop Cut estimate of yield for paddy to come up with the paddy production is also required. This will be collected from the agriculture extension officials from each respective gewog.
- 6. Community Survey design**
- ~~● A community survey will cover a sample of community leaders in each PSU and will take [15-30] minutes to implement. The survey will include information on locality characteristics, services, infrastructure, access to markets, prices and others. As for the agricultural household survey, a detailed outline of the survey will be provided by International Consultant and the firm will be responsible to finalize it.~~
- 7. The survey firm will be expected to complete the following activities associated with this baseline household data collection.**
- **Programming of questionnaire**
  - It is anticipated that data will be collected using Computer Assisted Personal Interviewing (CAPI) based data collection platform. Priority will be given to platforms that allow for capture of GPS points using combination of mobile data and satellite capture technology of GPS. The firm with the technical support from RSD will program the questionnaire and provide suggestions for the incorporation of bounds for numeric values, set up logic checks and quality checks for rejection of quantitative interviews, as well as any further refinements.
- **The adapted programme must be robust:**
    - Adapt data entry range and consistency checks to values appropriate for the country context, based on existing HH survey data.
    - Violations of these checks should lead to an immediate and transparent message sent to the keypuncher, along with a practical method for correcting keypunch errors, or over-riding and documenting any answers that violate the range and consistency check rules.

- The program should allow valid open-ended and “other” textual responses outside of the response options provided in the questionnaire
- Variable names generated by the program should correspond clearly and logically to the question labels used in the questionnaire.
- Coding strategy in order to maintain consistent, unique identifiers for households for matching longitudinal data

The final CAPI based data collection form shall be reviewed by technical agencies and approved by UNDP and PMU. In this case, the firm shall share the user rights to the appropriate server where data forms will be aggregated.

- **Ethical clearance and permissions of local authorities**

The firm shall report to local authorities prior to the start of the data collection. It is the responsibility of the firm to obtain any necessary permissions and ethical clearance (if needed) prior to data collection in consultation with the Project Management Unit. The Firm is also responsible for adhering to local formalities and obtaining any required permits related to the survey implementation, as well as survey team health safety and accident insurance, salary, taxes, and others as necessary. Through the course of obtaining ethical clearance, the survey firm should also identify and secure respondent compensation packages/gifts according to local custom.

- **Training of Enumerators**

The firm will be responsible for designing the training material and field manuals adapted to the local context in consultation with the International Impact Evaluation Specialist and RSD.

A comprehensive general training should be given to the enumerators with the help of RSD. The training should be scheduled adequately to ensure that enumerators can conduct the surveys. The Training program should include:

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**Pilot-test:** After the theoretical and classroom practices, the interviewers should go to the field to administer the full questionnaire to a small number of households (outside the study sample but comparable to the sampled households in household characteristics). The pilot-test shouldn't focus on major adjustments to the questionnaire, but rather simulate the administration of the questionnaire under normal circumstances. The pilot-test should also serve as a test of the CAPI applications.

**Evaluation:** Following the training, interviewers and supervisors should be evaluated based on their understanding of the questionnaire and their ability to correctly record data using the same test scenarios as used in the classroom practice. The training period should conclude only once the field teams have demonstrated mastery of the designated tasks.

## **8. Submission of the report on baseline data collection**

- Data preparation and analysis
- Submission of the draft report
- Revisions and production of the final baseline report
- Implementation of the random assignment

The hired firm will be responsible for finalization of the survey methodology in consultation with International Consultant, PMU, RSD and UNDP Evaluation team.

## PRODUCTS (KEY DELIVERABLES)

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### **DELIVERABLES (1): INCEPTION REPORT**

The survey firm shall submit an electronic copy of the inception report to UNDP which should include a detailed methodology including tools to be used to gather data/information, quality assurance, mechanism of data /information collection, sampling, pilot testing, roles and responsibility of team members and key milestones. The inception report should also detail the fieldwork plan in collaboration with the International Impact Evaluation Specialist including the following:

- Final Work Plan with Gantt Chart
- Composition of field team
  - Number of enumerators
  - Number of field-supervisors
  - Qualifications and trainings
- Expected tasks, responsibilities, and schedule of delivery of each member of the team
- Number of visits per household (*TWO visits per household may be needed in some cases to allow for interrupted surveys, revisions of incomplete or inconsistent information, and quality control*)
- The expected time each team will spend in a PSU

International Impact Evaluation Specialist will provide the survey firm with an outline of the defined sampling strategy and outlines of the agricultural household survey and community survey. Based on this, the Firm, in consultation with the International Impact Evaluation Specialist, must propose a robust plan for selecting the evaluation sample. The sampling plan must detail:

- Work with the agricultural officers at the districts to finalize the listing and selection of households and individuals to be interviewed prior to fieldwork.
- Strict guidelines to select replacement households if selected households refuse to participate or are otherwise unable to participate. Replacement of households must be done sparingly and require supervisor approval.
- Coding strategy in order to ensure each household and individual has a unique code for data entry that merges seamlessly across data sets.
- Transportation and lodging logistics
- Sample Control File for data collection in each PSU
- Protocol for confirming that the location has been correctly identified
- Supervision and spot check plans to ensure adherence to data collection protocols and confirm quality of data collection and entry, including a minimum of [10%] of re-visits to a random sample of the evaluation sample to confirm the validity of the data
- Protocols and procedures for addressing data inconsistencies/miss-reporting when identified
- Protocols for Computer Assisted Field Entry (CAFE) and data transmission protocols.

This Field Work Plan should be presented to the International Impact Evaluation Specialist for comment and revised as necessary before commencing fieldwork. The Firm must then implement the survey, adhering as closely to the plan as conditions allow. As field conditions dictate significant changes to these plans, the Survey Firm's Field Supervisors are obliged to inform the International Impact Evaluation Specialist via the Survey Firm's management, in the form of a written report or progress report.

Therefore, the inception report shall constitute the first deliverable to be submitted by the consulting firm. The report shall provide a clear and concise approach with content, quality, substance and details of the survey. It will provide a methodology that includes questionnaires, tools, baseline framework, quality assurance mechanism, sampling plan, pilot testing, roles and responsibilities of the key members, survey execution plan and structure of the report to be submitted within three weeks from contract signing.

**DELIVERABLE (2) PRE- TESTING REPORT**

Including timing of modules, comments from interviewers and supervisors and necessary changes to the questionnaire.

Conduct a for a two-three-day meeting for all supervisors, interviewers and data entry agents engaged during the Pretest. This meeting should allow the team to discuss any problems related to supervision, fieldwork organization, skip patterns, and CAPI issues for the progress report. Then revise the questionnaire accordingly after incorporating changes and comments received during the meeting.

**DELIVERABLE (3) DRAFT REPORT AND DATA**

The complete data will be submitted with the draft report that includes the raw data from the field and also edited data with appropriate codes. A draft report of the assignment findings shall be presented to the evaluation team for comments and clarifications. The firm will be expected to work on the comments made by the evaluation team and submit the final report.

**DELIVERABLE (4) VALIDATION MEETING AND PRESENTATION**

A consultative meeting shall be held not more than 10 days upon submission of the draft report. The UNDP Team, PMU and other relevant stakeholders will be invited to attend the consultative meeting. The team leader of the service agency shall make the presentation and highlight the methodology and results of the baseline study.

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**DELIVERABLE (5) FINAL BASELINE REPORT**

A comprehensive and analytical baseline report that is sufficient with disaggregated data that would provide guidance on impact evaluation of a climate change adaptation project. The baseline report should be able to report on the indicators as set out in the project results chains. This should be a well-organized final report complete with standard reporting formats (the main body of the report should be a minimum of 50 pages in length, excluding TOC, tables, and annexes). Report synthesizing the main findings and indicators of the survey (not to exceed 7-10 pages in length).

The consulting firm is required to produce all the deliverables during the contract period.

**REQUIRED SKILLS/ EXPERIENCE**

The firm must meet the following minimum requirements:

- Legal status recognized by the Royal Government of Bhutan, enabling the organization to perform the above-mentioned tasks under the laws of Bhutan.
- Skills and abilities related to statistical data management, analysis, proven research and writing skills
- Demonstrated experience in data collection and analysis, Strong capacity in data management, statistics and presentations.



- Proficiency in field research, impact assessment and statistical protocols, preferably in the area of climate change/disaster management and minimum 3-5 years' experience managing household-level surveys of similar scale; experience working on agricultural-related surveys preferred.
- Strong capacity and experience in planning and organizing survey logistics
- Good network of experienced enumerators and supervisors.
- knowledge in data analysis tool such as STATA, CS-pro, SPSS, R-package, etc.
- Strong interpersonal skills and a team-oriented spirit.
- Team with gender mix will be an added advantage

In the technical proposal, the firm must also indicate the proposed team/staff and qualifications

#### RECOMMENDED PRESENTATION OF OFFER

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The Technical Proposal document must be submitted along with the following documents:

- A brief background of the applicant firm and a letter of intent;
- Evidence of experience in undertaking similar works (provide examples and referees);
- Technical proposal: A summary of the methodology and timelines for ensuring completion of work by required time;
- CVs of the lead consultant and key team members; and
- Financial proposal (all-inclusive lump sum amount with cost breakdown)

The proposal should be submitted in electronic format by Friday, November 20, 2020 to [procurement.bt@undp.org](mailto:procurement.bt@undp.org).

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#### MANAGEMENT AND IMPLEMENTATION ARRANGEMENT (REPORTING)

Bi-weekly progress reports of the numbers and IDs of PSUs successfully completed by each enumerator. The supervisors should monitor the progress of each enumerator and report back to the firm accordingly. The firm should closely work with RSD, MoAF and report to UNDP and PMU.

This study will be supported by UNDP and PMU in terms of quality enhancement and required logistic support, and conducted in close collaboration with RSD, as the technical lead. This study will also collaborate with relevant responsible parties and districts in the project landscapes.

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#### DELIVERABLES AND PAYMENT SCHEDULES

Outputs	Percentage
Submission of inception report, pre-testing report and upon approval of survey questionnaires and before commencement of field work.	30%
Submission and acceptance of the first draft report and Presentation of the results of the baseline survey and validation by the National Evaluation Team	20%

Submission of the final report in soft copy along with entire raw data and the soft copy of the report.	50%
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#### EVALUATION CRITERIA

The following criteria combining technical and financial proposal shall serve as a basis for evaluating the offers:

Combined scoring method – where the qualifications and methodology will be weighted a maximum of 70% and combined with the price offer which will be weighted a maximum of 30%.

Criteria	Weight	Max. Point
A. Technical	70	
1. Relevant work experiences as per requirement		30
2. Adequacy of the proposed methodology and work plan in response to the Terms of Reference		40
Sub-total A. Technical		70
B. Financial	30	30
<del>Sub Total B. Financial</del>		<del>30</del>
Total (A+B)		100

#### Estimated Schedule/Duration

The Firm will be hired for a duration of 60 working days stretched over the period from 1st December 2020 to 15th February 2021.

The field work should be carried out for project sites located in 8 project districts that will involve travel to remote villages in some of these dzongkhags.

#### Management and Logistical Support

The firm will report directly to the Project Manager, GCF Project, UNDP team and the Senior Economist - Principal Investigator - UNDP.