



Government of Nepal  
Form: 3.2



Date: 29 July 2019

**Request for Proposal (RFP)**

**Reference No.: CMDP/UNDP/RFP/06/2019**

Dear Proposers,

You are requested to submit a proposal for undertaking:

Detail Project Report (DPR) preparation for **Regional Level market in Chitwan**, as per the enclosed Terms of Reference (TOR).

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

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

2. Your offer comprising of technical and financial proposals for task, in two **separate sealed envelopes**, should reach the following address no later than **5:00 PM NST on August 12, 2019** to the Project Management Unit.

**National Project Director  
Cooperative Market Development Programme (CMDP)  
CMDP, Singha Durbar  
Kathmandu, Nepal  
Tel: 01-4200080**

Proposals that are received by Cooperative Market Development Programme, CMDP after the deadline indicated above, for whatsoever reason, shall not be considered for evaluation.

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

CMDP looks forward to receiving your proposal and thank you in advance for your interest in CMDP procurement opportunities.

Yours sincerely,

Ms. Chandrakala Paudel  
National Project Director

Cooperative Market Development Programme (CMDP)



## Annex I

### INSTRUCTIONS TO PROPOSERS

#### A. Introduction

##### Definitions

- a. "Contract" refers to the agreement that will be signed by and between the CMDP and the successful proposer, all the attached documents thereto, including the General Terms and conditions and the appendices.
- b. "Day" refers to calendar day.
- c. "Government" refers to the Government of Nepal that will be receiving the services provided/rendered specified under the contract.
- d. "Instructions to Proposers" (Annex I of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals.
- e. "Proposal" refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- f. "Proposer" refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by CMDP through this RFP.
- g. "RFP" refers to the Request for Proposals consisting of instructions and references prepared by CMDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- h. "Services" refers to the entire scope of tasks and deliverables requested by CMDP under the RFP.
- i. "Supplemental Information to the RFP" refers to a written communication issued by CMDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- j. "Terms of Reference" (ToR) refers to the document included in this RFP as Annex II which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and service expected of the successful proposer.

#### 1. General

The Cooperative Market Development Programme (CMDP) is a joint initiative of Ministry of Land Management, Cooperatives and Poverty Alleviation (MoLCPA), Government of Nepal and United Nations Development Programme.

CMDP is soliciting proposal from interested firms/companies to provide the service of:

Detail Project Report (DPR) preparation for Regional Level market in Chitwan. The organization will develop a Detail Project Report (DPR) preparation for **Regional Level market in Chitwan** CMDP beneficiaries. The details of the assignment are as follows:

- Survey and detailing of the area selected for the Fruits and Vegetable cooperative market.

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- Detail design, estimation and costing along with specification of all the required structures and spaces like market sheds, Terminal buildings (500 to 3000 m<sup>2</sup>) will comprise of collection centres plus wholesale compartment (Approx. 300 m<sup>2</sup>), auction space (Approx. 300m<sup>2</sup>), retail compartment (Approx. 300 m<sup>2</sup>), administrative complex plus meeting spaces (Approx. 200 m<sup>2</sup>), lodging facilities for 10 persons and other marketing amenities – store plus waiting spaces (Approx. 200m<sup>2</sup>), cooling facility (Approx. 80m<sup>2</sup>), parking and greenery (Approx. 500 m<sup>2</sup>), toilets, drainage, washing (Approx. 20 m<sup>2</sup>), sorting (Approx. 30 m<sup>2</sup>), seasoning chamber (Approx. 100m<sup>2</sup>), waste management (Approx. 100 m<sup>2</sup>), boundary, gates, pavements, electricity, insecticide testing space (Approx. 80 m<sup>2</sup>), banking facilities (Approx. 50m<sup>2</sup>), and many other requirements to the specific cooperative market as per site condition and standard norms.
- Carry out soil test and test for others as required and use of this information for design and planning.
- Environmental study (as per required)
- Preparation of bid documents based on multi-year project concepts
- Clear construction plan, details of designs and drawing, estimation and cost for each structure separately along with Bid document based on multi year contract

## 2. Cost of proposal

The Proposer shall bear all the costs associated with the preparation and submission of the proposal and, CMDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

## B. Solicitation Documents

### 3. Contents of solicitation documents

Proposal must offer services for each requirement. Proposal offering only part of the requirement will not be accepted. The Proposer is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Proposer's risk and may affect the evaluation of the Proposal.

### 4. Clarification of solicitation documents

A prospective Proposer requiring any clarification of the Solicitation Documents may notify the procuring CMDP entity in writing at the organisation's mailing address indicated in the RFP.

Contact details for inquiries (written inquiries only):

**CMDP Procurement Unit, [suman.manandhar@cmdp.gov.np](mailto:suman.manandhar@cmdp.gov.np)**

Subject line of Email: **Detail Project Report (DPR) preparation for regional Level Cooperative market in Chitwan**

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on 02 August, 2019

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

Any delay in CMDP response shall be not used as a reason for extending the deadline for submission, unless CMDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Note: This email address is officially designated by CMDP. The subject line of the email for query should be same as mentioned above.

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CMDP shall have no obligation to respond nor can CMDP confirm that the query was officially received;

- When inquiries are sent with the different subject line even to the designated email address.
- When inquiries are sent to other person/s or address/es, even if they are CMDP staff.
- For queries for which information is already available in the bidding document.

#### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring CMDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the Solicitation Documents by amendment.

In order to afford prospective Proposers reasonable time in which to take the amendments into account in preparing their offers, the procuring CMDP entity may, at its discretion, extend the deadline for the submission of Proposals.

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

#### C. Preparation of Proposals

##### 6. Language of the proposal

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

##### 7. Documents comprising the proposal

The Proposal shall comprise of the following components:

- a) Proposal submission form
- b) Profile of the organization, including organizational structure and policies
- c) Valid registration certificate
- d) VAT certificate
- e) Latest Tax Clearance Certificate
- f) Signed CVs of the proposed team
- g) Operational and technical part of the Proposal, including documentation to demonstrate that the Proposer meets all requirements
- h) Price schedule, completed in accordance with clauses 8 and 9,

##### 8. Proposal form

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

###### (a) Management plan

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

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

(b) Resource plan

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

(c) Proposed methodology

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

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

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

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

9. Proposal prices

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

10. Proposal currencies

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

11. Period of validity of proposal

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

In exceptional circumstances, the procuring CMDP entity may solicit the Proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Proposer granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposal



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

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

### 13. Payment

CMDP shall make payments to the firms after acceptance by CMDP of the invoices submitted by the firm, upon achievement of the corresponding milestones.

### D. Submission of Proposal

#### 14. Sealing and marking of proposal

- (a) The outer envelope shall be:

Addressed to:

**National Project Director  
Cooperative Market Development Programme (CMDP),  
Singha Durbar, Kathmandu, Nepal**

**Marked with Task: –**

**Detail Project Report (DPR) preparation for the regional level cooperative market in Chitwan.**

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

### 15. Joint

### 16. Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that:

- (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and
- (ii) if they are awarded the contract, the contract shall be entered into, by and between CMDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to CMDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of CMDP.

Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

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The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by CMDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

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

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by CMDP as the most responsive Proposal that offers the best value for money, shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

#### 17. Deadline for submission of proposal

Proposals must be received by the procuring CMDP entity at the address specified under clause *Sealing and marking of Proposals* no later 5:00 PM **Nepal Standard Time (NST) on August 12, 2019**. If the deadline for proposal submission fall under public holiday, then the next working day will be added up.

The procuring CMDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring CMDP entity and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 18. Late Proposal

Any Proposal received by the procuring CMDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

#### 19. Modification and withdrawal of Proposal

The Proposer may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring CMDP entity prior to the deadline prescribed for submission of Proposal.

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



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

#### **E. Opening and Evaluation of Proposal**

##### **20. Opening of proposal**

The procuring entity will open the Proposal in the presence of a Committee formed by the Head of the procuring CMDP entity.

##### **21. Clarification of proposal**

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

##### **22. Preliminary examination**

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

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proposer does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

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

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

##### **23. Evaluation and comparison of proposal**

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The financial proposal of the Proposal will be opened only for submissions that passed the minimum technical score of 70% (700 points) of the obtainable score of 1000 points in the evaluation of the technical proposals.

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

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S.M.G. [Signature]  
[Initials] [Signature]





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

$$\frac{\text{Lowest Bid Offered*}}{\text{Bid of Firm/Proposer}} \times 200$$

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

#### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Specific experience of the firms (as a firm) related to the assignment (Detail Project Report/Master plan of vegetable market, land management and Industrial area development)	20%	200
2	Adequacy of the proposed work plan and methodology in responding to the Terms of Reference	30%	300
3	Suitability of the transfer of knowledge related with market development	5%	50
4	Qualifications and Experience of the key staff for the Assignment	45%	450
Total			1000

#### Note:

1. The total of Technical evaluation will be converted to 80% for the final calculation
2. Highest Combined Score (based on the 80% technical offer and 20% financial price weight distribution) will be taken into consideration while awarding the contract.

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

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

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

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

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

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

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

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

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

Provide the CVs for key personnel (Team Leader and professional staff) that will be provided to support the implementation of this work. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

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

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

#### 4.1. Specific experience of the Firms (as a firm) related to the assignment (Detail Project Report/Master plan of vegetable market, land management and Industrial area development) (Points obtainable (200 Points))

1	Reputation of Organization and Staff(Competence/Reliability)	30
2	General Organizational Capability which is likely to affect implementation (i.e. Loose consortium, holding company or one firm, size of the firm/organization, strength of project management support e.g. project financing capacity and project management	50
3	Quality assurance procedures, warranty	20
	<b>Sub Total (1 to 3)</b>	<b>100</b>
4	Relevance of:	
4.1	Specialized Knowledge: Number of projects related to Detail Project Report/Master plan of vegetable market, land management and Industrial area development in the last 5 years	60
4.2	Experience on Similar Programme/Projects	20
4.3	Experience on Projects in the Region	10
4.4	Work for major multilateral/or bilateral programmes	10
	<b>Subtotal (4.1 to 4.4)</b>	<b>100</b>
	<b>Total for Expertise of firm/organizations submitting proposal (I)</b>	<b>200</b>

#### 4.2. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (Points obtainable 300 Points)

1	Detailed technical elaboration about how the Detail Project Report (DPR) to be developed together with a concrete work-plan for the assignment and overall quality of ToR	200
2	Understanding on ToR and Detail methodology to develop a topographical map, soil testing and preparation of Detail Project report and including all	100
	<b>Total for Proposed Work Plan and Approach (II)</b>	<b>300</b>

#### 4.3. Suitability of the transfer of knowledge related with market development (Point obtainable 50 Points)

1	Suitability of the transfer knowledge related with market development	50
	<b>Total on Knowledge transfer (III)</b>	<b>50</b>

#### 4.4 Qualifications and Experience of the key staff for the Assignment (Points obtainable 450 Points)

1	Relevant Qualification and Experience for Sr Construction Management Engineer or Sr. Geo-Tech Engineer (TL)	140
2	Relevant Qualification and Experience for Structural Engineer	60
3	Relevant Qualification and Experience for Architect	60
4	Relevant Qualification and Experience for Senior Surveyor/Engineer	30
5	Relevant Qualification and Experience for Mechanical Engineer	10

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6	Relevant Qualification and Experience for Electrical Engineer	15
7	Relevant Qualification and Experience for Civil Engineer	75
8	Relevant Qualification and Experience for Geo-Tech Engineer	10
9	Relevant Qualification and Experience for Environmental Expert	20
10	Relevant Qualification and Experience for Support staff (Assistant Surveyor/Sub Engineer, Draft Engineer, Computer Assistant and Runner)	30
	<b>Total for Key Staffs (IV)</b>	<b>450</b>

#### 24. Award criteria, award of contract

The procuring CMDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer or any obligation to inform the affected Proposer or Proposers of the grounds for the Purchaser's action.

#### 25. Signing of the contract

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



## Annex II

### TERMS OF REFERENCE (TOR)

Please refer to respective ToR as:

Form: 3.1

Terms of Reference for

Detail Project Report (DPR) preparation for Regional Level market in Chitwan

Post Title:

Duty Station: Kathmandu

Duration: 2.5 months (August 20, 2019 to October 21, 2019)

#### 1. BACKGROUND

Migration trends in Nepal reveal that more and more people are migrating towards urban and semi urban areas in search of better livelihoods. Rapidly growing urbanization means increased demands for fresh vegetables and fruits in urban and semi-urban areas. However, due to lack of proper market systems, fulfilling these demands are challenging. One of the key barriers is the lack of linkages between farmers and markets. In these scenarios, it is often the middlemen who act as a bridge between farms and markets. This leaves very little earning for the smallholder farmers and produce passes through many layers of middlepersons before it reaches the final consumers.

Cooperative markets can be key in the promotion of sustainable fruits and vegetable production. These objectives can be achieved through enhancing people's participation, promoting market-oriented production systems, increasing the bargaining power of the farmers, supplementing the existing service delivery system, providing credit and mobilize savings, facilitating the implementation of the government programs. This system will also provide direct links to farmers and markets. Against this background, the Cooperative Market Development Programme (CMDP) was launched by GoN and UNDP with the objective of developing the cooperative market network for fruits and vegetables in Kathmandu and regional market in Chitwan by implementing the programme in Nuwakot, Dhading, Chitwan, Lalitpur, Makawanpur and Kavrepalanchowk districts.

#### Programme Goals

Cooperative Market Development Programme (CMDP) is a joint initiative of Government of Nepal (GoN), Ministry of Land Management, Cooperatives and Poverty Alleviation, and the United Nations Development Programme (UNDP) Nepal. It aims to support the effort being made by GoN for achieving poverty reduction and food security related targets of Sustainable Development Goals by creating economic opportunities to the fruits and vegetable farmers (Goal 1) and availing quality fruits and vegetables to the consumers at the reasonable prices respectively (Goal 2). The whole idea of the programme is to create a model of cooperative market chain from farmers to the consumers and incentivize both farmers and consumers by eliminating the intermediary costs.

#### Programme Objectives



The overall objective of the programme is to establish and operationalize cooperative market chain of vegetables and fruits of selected six districts surrounding the Kathmandu valley. The ultimate objective of the programme is to increase farmers' income and enhance other livelihood opportunities, which in turn will contribute to the poverty reduction in Nepal. The project will achieve this outcome by establishing an efficient and sustainable fruits and vegetable collection centers/ outlets starting from primary cooperatives to regional terminals in Kathmandu valley and Chitwan. The project covers 6 districts adjoining to the Kathmandu Valley and will establish 72 primary village level collection centres, 18 municipal level collection centers, 4 district level terminals and 2 regional terminals/markets. Approximately 14,400 households of 72 fruits and vegetables cooperatives will be directly linked to this cooperative market chain and will directly benefit from this project. As the market chain will eliminate the intermediary costs of the produces, the market system will offer the benefits to both farmers and consumers by providing reasonable prices. Ultimately, project will enhance the economic opportunities as well as contribute to the nutrition security of the country.

CMDP plans to establish 72 primary level collection centres, 18 municipal level markets, 4 district level markets, 1 regional market and 4 satellite markets. These envisaged markets will be equipped with modern facilities and standards such as cold storages, enough trading and storage spaces for separate commodities, parking, ripening chamber if needed, market sheds, offices space's, toilets, drainage, washing, sorting, garbage/waste management, boundary, electricity/digital boards and many others requirements to specify the market as per site condition and necessity. Detail survey, design and estimate for cooperative market referenced to the international cooperative markets will set a model for the further construction and replication of similar market on the other area of country in coming days.

Keeping this fact in mind and acknowledging the constitutional and legal provisions and policy direction, the Government of Nepal has brought forward the idea of cooperative market network in its budget speech for fiscal year 2017/18. It expressed that the cooperative market network would be established to ensure fair prices for the commodities produced by cooperatives. In line with government plans and programmes, the Cooperative Market Development Programme (CMDP) has been prepared as a model programme by the Government of Nepal and UNDP to ensure that fruits and vegetable farmers are fairly represented in the market system through cooperative market chain. This programme is being executed in four selected pocket areas of three rural/urban municipalities of six districts in province 3. This project has scope for replication in other parts of the country based on its experiences and lessons learnt in the future.

## 2. OBJECTIVE OF THE ASSIGNMENT

The major objective of the task is to prepare Detail Project Report (DPR) of agricultural cooperative market in Chitwan district as a regional market outlet.

Specific objectives are as follows:

- Survey and detailing of the area selected for the Fruits and Vegetable cooperative market.
- Detail design, estimation and costing along with specification of all the required structures and spaces like market sheds, Terminal buildings (500 to 3000 m<sup>2</sup>) will comprise of collection centres plus wholesale compartment (Approx. 300 m<sup>2</sup>), auction space (Approx. 300m<sup>2</sup>), retail compartment (Approx. 300 m<sup>2</sup>), administrative complex plus meeting spaces (Approx. 200 m<sup>2</sup>), lodging facilities for 10 persons and other marketing amenities – store plus waiting spaces (Approx. 200m<sup>2</sup>), cooling facility (Approx. 80m<sup>2</sup>), parking and greenery (Approx. 500 m<sup>2</sup>), toilets, drainage, washing (Approx. 20 m<sup>2</sup>), sorting (Approx. 30 m<sup>2</sup>), seasoning chamber (Approx. 100m<sup>2</sup>), waste management (Approx. 100 m<sup>2</sup>), boundary, gates, pavements, electricity, insecticide testing space (Approx. 80 m<sup>2</sup>), banking facilities (Approx. 50m<sup>2</sup>), and many other requirements to the specific cooperative market as per site condition and standard norms.
- Carry out soil test and test for others as required and use of this information for design and planning.

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- Environmental study (as per required)
- Preparation of bid documents based on multi-year project concepts
- Clear construction plan, details of designs and drawing, estimation and cost for each structure separately along with Bid document based on multi year contract

### 3. SCOPE OF WORK:

In order to meet the objectives of the task, the scope of work shall include, but not limited to, the following:

1. Study and Observations of the wholesale markets structure's requirement, standard & site-specific requirements, related secondary and primary data/information.
2. Conduct a comprehensive survey of the proposed market area using standard engineering methods /tools for the design of various structured and non-structured requirements within the cooperative fruit and vegetable markets.
3. Comprehensive land use plan clearly illustrating the different market structures and nonstructural requirements (Like open space, orchard etc.), utilities (water, electricity, road, walking path, food stall etc) with locations and dimensions with all technical specifications.
4. Detail design, estimation and costing along with specification of all the required structures and spaces like market sheds, outlet building and Terminal buildings. Terminal Building (500 to 3000 m<sup>2</sup>) will comprise of collection centres plus wholesale compartment (Approx. 300 m<sup>2</sup>), auction space (Approx. 300m<sup>2</sup>), retail compartment (Approx. 300 m<sup>2</sup>), administrative complex plus meeting spaces (Approx. 200 m<sup>2</sup>), lodging facilities for 10 persons and other marketing amenities – store plus waiting spaces (Approx. 200m<sup>2</sup>), cooling facility (Approx. 100m<sup>2</sup>), parking and greenery (Approx. 500 m<sup>2</sup>), toilets, drainage, washing (Approx. 20 m<sup>2</sup>), sorting (Approx. 30 m<sup>2</sup>), seasoning chamber (Approx. 100m<sup>2</sup>), waste management (Approx. 100 m<sup>2</sup>), boundary, gates, pavements, electricity, grading and packaging spaces (Approx. 100 m<sup>2</sup>), banking facilities (Approx. 70m<sup>2</sup>) and insecticide testing space (Approx. 80 m<sup>2</sup>) etc. will be provided to keep market center at par or compatible with international standard and many other requirements to the specific cooperative market as per site condition and standard norms. Based on the land availability the outlet building (500 to 800 M<sup>2</sup>) should be in the Bypass road (near to District Cooperative Union, DCU Chitwan) and other facility should be in DCU Chitwan's land in Fulbari area.
5. Conduct environmental study as per required to plan for mitigations like waste management, Bio -composting, energy efficiency technologies, drainage etc.
6. Carryout Soil test, Ground water and any other test requirement specific to market site/locations.
7. Prepare 3D visual models of the design/plan of the market using computer software.
8. Prepare construction plan with master schedule and construction program for development of the project, details of designs and drawing, estimation and cost for each structure separately along with Bid document based on multiyear contract.
9. Present and supply the study documents as per mentioned reporting obligations.

### 4. METHODOLOGY

*Signature*



The Firms are required to use varieties of widely accepted and scientific methods to accomplish the given task. They should keep themselves informed of relevant activities in the given context. All activities should be carried out as per the latest applicable and established methodologies tools and techniques. All activities will be approved by CMDP.

It is anticipated that the following approaches will be adopted in course of rendering requisite services:

- Adoption of a "system perspective" approach, wherever possible instead of an ad-hoc provisional measure;
- Fielding of most competent and relevant professionals to perform and accomplish their respective jobs as described in the ToR. Due care will be taken for timely and efficient mobilization of personnel to accomplish assigned tasks within stipulated periods;
- Full use of available and applicable primary/secondary information such as reports, maps/drawings, specifications, guidelines and any other relevant information relating to the accomplishment of the proposed services with established professional standards, sound engineering and socio-economic practices;
- Full use of all standards/guidelines/instructions formulated by Nepal Government.
- Close coordination and effective communication with all stakeholders and clients;
- Completion of the proposed services within the limits of project specified time and resources.

## 5. INPUTS TO BE PROVIDED BY CMDP

CMDP will provide the following support to the consultant.

1. CMDP will provide Data/information, reports & publications related to the CMDP and references upon request from the consultant.
2. Officials from the CMDP will facilitate/guide for the task based on their availability of time and resource.
3. CMDP may provide space for discussions and meeting upon request from the consultant.

## 6. EXPERTISE REQUIRED

SN	Position	No	Expected Input (person days)	Required Basic Qualification & Experience
	<b>Professional Staffs</b>			
1	Sr Construction management Engineer or Sr. Geo-Tech Engineer (TL)	1	64	At least Master's degree on Construction management or Geo technical engineering or related field with 10 years of working experiences
2	Structural Engineer	1	10	At least Master's degree in Structural Engineering with five year of work experiences

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3	Architect	1	10	At least bachelor in Architect with seven year of work experience
4	Senior Surveyor / Engineer	1	7	At least Bachelor's degree in Survey on related field with 5 years of work experience.
5	Mechanical Engineer	1	3	At least Bachelor's degree in Mechanical engineering or related field with 5 years of work experience.
6	Electrical Engineer	1	5	At least Bachelor's degree in Electrical Engineering or on related field with 5 years of work experience.
7	Civil Engineer	1	20	At least Bachelor's degree in Civil Engineering or on related field with 5 years of work experience.
8	Geo-Tech Engineer	1	5	At least Master's degree in Geo-Tech Engineering with 5 year of working experiences
9	Environmental Expert	1	6	At least Bachelor's degree in Environmental Engineering/ Science or on related field with 5 years of work experience.
<b>Support Staff</b>				
10	Assistant Surveyor/Sub Engineer	1	8	At least Intermediate level in Surveying or related field with 5 year of work experience
11	Draft Person	1	20	At least Intermediate level in Engineering with 5 year of work experience
12	Computer Assistant	1	15	At least Intermediate level in Management or related field with 2 year of work experience
13	Assistant/ Runner	1	64	At least SEE level

## 7. DELIVERABLES AND TIMELINE

- 7.1 **Inception Report:** Inception report shall be the first deliverable to be submitted by the service-providing firm. The report shall consist of draft workplan and key contents of DPR. (Within a week of signing contract)
- 7.2 **Progress Report:** Progress report shall be the next deliverable to be submitted by the service-providing firm. The report shall consist of progress happening with key activities of DPR (In middle of the contract time)
- 7.3 **Draft Final Report:** A comprehensive report with all outcomes describe in the scope of work has to be produced. The report needs to be fully referenced (with data source identified). The draft report should be submitted in 3 sets of hard copy and electronic copies in pen-drive. While presenting the draft final report the firm/ consultant might need to give a presentation to the ministry team, CMDP, related stakeholders and others.
- 7.4 **Final Report (comments incorporated):** A comprehensive report addressing all the comment, feedback and suggestion received during the presentation of draft report and written comments provided by CMDP must be produced. The report needs to be fully referenced (with data sources identified). The final report should be submitted in 3 sets of hardcopy and electronic copies in pen-drive

*[Handwritten signatures]*



## 8. ELIGIBILITY CRITERIA/REQUIREMENTS

- Interested firm (service provider) must be legally constituted and registered under the laws of Nepal.
- The service provider must have sufficient technical expertise, human resources and infrastructure as specified in the TOR.
- The service provider must be registered in VAT.
- The service provider must submit the evidences of past experiences relevant to this assignment including the following documents:
  - a) Profile of the organization describing the nature of business, field of expertise, list of current and previous clients for similar services indicating contract scope, duration and contact references
  - b) Company registration certificate and certificate of the registration at tax office
  - c) Tax clearance certificate
  - d) Latest two years' audited financial statement report
  - e) 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.

In addition, the applicant should include:

- a. CVs of the key personnel proposed for the assignment as per the attached format,
- b. Written confirmation from each personnel that they are available for the entire duration of the contract.

## 9. DURATION AND PERIOD OF ASSIGNMENT

The duration for the assignment will be of two and half months from the signing of the contract.

## 10. GUIDANCE

The necessary administrative/operational guidance will be provided to the firm by Infrastructure Development Specialist of the programme.

## 11. PAYMENT

The amount shall be paid as per agreement with the consultant assigned for the study. However, the consultant can claim the payment either in a single installment after submission and acceptance of final report as per TOR or in installment as follows;

SN	Installment	Schedule	Date
1	Contract Signing		<u>08 September, 2019</u>
2	First Installment (30%)	Upon submission and acceptance of desk study/inception report	<u>Within a week from the signing of the contract. (19 September 2019)</u>

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 [Signature]  
 [Signature]



3	Second Installment (20 %)	Upon the completion of field work and briefing with CMDP.	Within 1 month from signing of the contract (October 21, 2019)
4	Third Installment (30%)	Upon the total amount upon submission and acceptance of draft final report.	Within 2 months from signing of the contract (November 07, 2019)
5	Final Installment (20%)	Upon submission and acceptance of final report complying with TOR	Within 2.5 months from signing of the contract (November 22, 2019)

#### A. Technical Proposal (TP)

The evaluation criteria, sub-criteria, and point system for the evaluation are:

Points

- Specific experience of the Firms (as a firm) related to the assignment (Detail Project Report/Master plan of vegetable market, land management and Industrial area development) – [200]
- Adequacy of the proposed work plan and methodology in responding to the Terms of Reference – [300]
- Suitability of the transfer of knowledge related with market development – [50]
- Qualifications and Experience of the key staff for the Assignment – [450]: The number of points to be given to each of the above position of key staff shall be determined considering the following three sub-criteria and relevant percentage weights:

General Qualifications – [30%]

Experience – [ 60%]

Experience in similar terrain [National Staff] – [ 10%]

Total weight (a, b and c): 100

Total (I, ii, iii and iv) Total Points: 100

The minimum technical score (St) required to pass is = 700 Points

The obtained technical mark will be converted to total of 80%.

#### B. Financial Proposal (FP)

The lowest evaluated Financial Proposal (FP) is given the maximum financial score (Sf) of 200.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 200 \times Fm / F$ , in which "Sf" is the financial score percentage, "Fm" is the lowest price bid by technically qualified firms, and "F" is the price of the proposed by the firm under consideration.

The weights given to the Technical proposal (TP) and Financial Proposal (FP) are:

TP = 80%, and FP = 20%

Proposals will be evaluated according to their combined technical (St) and financial (Sf) scores

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S. Rom



### Annex III

#### PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

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

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

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

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

Dated this day /month                      of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of



## Annex IV

### TECHNICAL PROPOSAL FORMAT

#### i) RFP Information

RFP Title:

*(insert assignment name),*

#### Basic Organization Information

Name of the organization:

Contact person's name:

Contact details :

Telephone:

E-mail:

Address:

#### ii) Organizational Profile:

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

#### iii) Organization's Experience

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

#### iv) Technical Proposal

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

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

#### v) Human Resources

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

**CURRICULUM VITAE (CV)**

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Firm	Insert name of firm proposing the expert
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, type of employment (full time, part time, contractual), types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

---

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

---

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Expert's contact information: (e-mail....., phone.....)

*[Handwritten signatures]*



**Certification:**

*I, the undersigned, certify to the best of my knowledge and belief that*

*(i) This CV correctly describes my qualifications and experience*

*(ii) I am not a current employee of the GoN and UNDP*

*(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH 6 provided team mobilization takes place within the validity of this proposal.*

*(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment*

*(v) I am not currently debarred by a multilateral development bank (In case of DP funded project)*

*(vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.*

*I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.*

*Date:*

*[Signature of expert] Day/Month/Year*

*Date:*

*[Signature of authorized representative of the firm] Day/Month/Year*

*Full name of authorized representative:*

*[Handwritten signature]*



## Annex V

### PRICE SCHEDULE

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

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

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

*(insert assignment name),*

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

#### A. Cost Breakdown per Deliverables

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

Price Schedule for: _____					
Request for Proposals for Services					
	Description of Activity/Item (Based on Scope of Works or deliverables described in different ToR)	Number of persons/ Equipment needed to deliver (A)	Number of days needed to deliver (B)	Unit Price/ Daily rate (C)	Total Amount (AXBXC)
1	<b>Topographical Survey cost</b>				
	a) Topographical survey using total station Equipment cost	LS	10		
	b) Asst Survey/Sub Engineer	LS	12		
	c) Local helper	LS	20		
	Total				
	Soil Test/Geological Investigation (for one unit), pls specify the length	LS	-		
2	<b>Personal Expenses -Remuneration</b>				
	a) Sr. Construction management Engineer or Sr. Geo Technical Engineer	1	64		
	b) Structural Engineer	1	10		
	c) Architect	1	10		

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	d)Senior Surveyor/Engineer	1	7		
	e) Mechanical Engineer	1	3		
	f) Electrical Engineer	1	5		
	g) Civil Engineer	1	20		
	H) Geo-Technical Engineer	1	5		
	i)Environmental Expert	1	6		
	j) Asst Surveyor/Sub Engineer	1	8		
	k)Draft Person	1	20		
	l)Computer Assistant	1	15		
	m)Assistant	1	64		
	Total				
3	<b>Other Cost</b>				
	Transportation/Field visit including local transportation	LS	LS		
	Printing and Production of Report	LS	LS		
	Preparation of bid documents including BoQ, GCC, SCC, RFP, RFQ and other necessary documents based on National Implementation Modalities (NIM)	LS	LS		
	Total				
	<b>TOTAL COST (1,2,3)</b>				
	<b>VAT 13%</b>				
	<b>GRAND TOTAL</b>				

(Amount in Words: .....)

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

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

*Handwritten signature: [Signature]*



## Annex VI

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

#### 1. Force Majeure

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

#### 2. Arbitration

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

#### 3. Termination

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

#### 4. Law Applicable

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

#### 5. Independent Relationship

Nothing contained in the contract shall be construed as establishing or creating between *CMDP* and the party relationship of master and servant or principal and agent, it being understood that the party is an independent person vis-a-vis *CMDP*.

#### 6. Party's General Responsibilities

- a. The party shall carry out work under the contract with due diligence and efficiency and in conformity with the highest standards of professional and ethical competence and integrity.
- b. The party shall be responsible for the professional and technical work carried out by him/her in the implementation of this task.

*Ans. S. B. Singh*



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

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

**8. Source of Instruction**

The party shall neither seek nor accept instructions from any authority other than *CMDP* and UNDP's authorized agent in connection with the work under the contract.

**9. Prohibition on conflicting activities**

The party shall ensure that he/she will not directly/indirectly engage in any activity that would conflict with those of *CMDP* in respect of this project.

**10. Officials not to benefit**

The party warrants that no UNDP or *CMDP* official has been or will be admitted by him/her to any direct/indirect benefit arising from this task or award thereof.

**11. Assignment**

The party shall not assign, transfer, pledge or make other disposition of the task or any other parts thereof or rights, claims or obligations under this task, without prior written approval of *CMDP*.

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

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

**13. Language**

Unless otherwise specified in the task, English language shall be used by the party in all written communications to *CMDP* with respect to the services rendered and with respect to all documents procured or prepared pertaining to such services.



**14. Confidential Nature of Documents**

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

**15. Amendments**

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

**16. Obligation to inform *CMDP* of changes in conditions**

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

**17. Taxation**

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

**18. Right of *CMDP***

In case of failure by the party to fulfil its obligations under the terms and conditions of execution of task, including but not limited to failure to obtain necessary or to make delivery of all or part of the services by the agreed delivery date or dates, *CMDP* may, after giving the party reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the services from other sources, in which event *CMDP* may hold the party responsible for any excess cost occasioned thereby.
- b. Refuse to accept delivery of all or part of the services.
- c. Cancel the contract without any liability for termination charges or any other liability of any kind of *CMDP*.

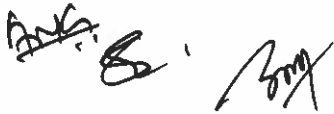
**19. Late Delivery**

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

**20. Settlement of Disputes**

Amicable Settlement

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

Three handwritten signatures in black ink, appearing to be initials or names, located below the text of section 20.



## Annex VII

### STATEMENT OF COMPLIANCE WITH TERMS AND CONDITIONS

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

Please confirm acceptance of the following:

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

**Submitted by:**

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal:

*Signature*  
*Signature*