



**Government of Nepal**  
**Ministry of Land Management, Cooperatives & Poverty Alleviation**  
**Cooperative Market Development Programme**  
(A joint programme of Government of Nepal and UNDP)



**INDIVIDUAL CONSULTANT PROCUREMENT NOTICE**  
**National Consultant for Cooperative Supervisor**

Reference No.: CMDP/IC/002/2020

Date: 02 April 2020

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**Country: NEPAL**

**Description of the assignment:** As per the attached Terms of Reference (ToR) – Annex 1.

**Project/Unit name: Cooperative Market Development Programme (CMDP)**

**No. of Consultant:** 1 (one)

**Period of assignment/services (if applicable):** 205 days over the period from 26 April – 31 December 2020

Proposal should be submitted by email to [info@cmdpnepal.org](mailto:info@cmdpnepal.org) not later than **1700 hours (Nepal Standard Time) on 17 April 2020** mentioning reference No. **CMDP/IC/002/2020 – National Consultant for supervise, monitor, mentor and guide the primary cooperatives of Cooperative Market Development Programme (CMDP)**.

Any request for clarification must be sent in writing, or by standard electronic communication to the e-mail: [info@cmdpnepal.org](mailto:info@cmdpnepal.org) mentioning Procurement Notice Ref: **CMDP/IC/002/2020 – National Consultant for supervise, monitor, mentor and guide the primary cooperatives of Cooperative Market Development Programme (CMDP)**, on or before **16 April 2020**. The procurement unit will respond in writing, including an explanation of the query without identifying the source of inquiry, to all consultants or via bulletin published on the UNDP website: <http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>. Inquiries received after the above date and time shall not be entertained.

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## 1. BACKGROUND

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 and availing quality fruits and vegetables to the consumers at the reasonable prices. 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.

Currently the CMDP has been implemented with an objective to establish and operationalize cooperative market chain of fruits and vegetables of selected six districts i.e. Lalitpur, Kavrepalanchowk, Makwanpur, Chitwan, Dhading and Nuwakot; 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 programme will achieve this

outcome by establishing an efficient and sustainable fruits and vegetable collection centres/ outlets in 72 pocket areas of 18 municipalities (3 municipalities per district and 4 pocket areas per municipality) through 1 primary cooperative per pocket engaged in fruits and vegetable production to regional/central terminals in Chitwan and Kathmandu valley benefitting approx. at least 14,400 households. 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, the programme will enhance the economic opportunities as well as contribute to the nutrition security of the country.

## 2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

For detailed information, please refer to the Terms of Reference – ToR (Annex 1)

## 3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

### I. Academic Qualifications:

- At least Bachelor's degrees in management or any other relevant subjects.

### II. Years of experience:

- At least five years of experience in cooperative sector and in development activities.
- Knowledge of Cooperative collection center and cooperative market operation
- Experience in planning, implementation and M&E. Experience in cooperative market modality is preferable.
- Knowledge of primary cooperative context of Nepal

### III. Competencies:

- Strong analytical and capacity assessment skills of primary cooperative.
- Having strong knowledge and skills in primary cooperative, collection center operation and business linkage.
- Strong report writing skills.

## 4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

**Interested individual consultants must submit the following documents/information to demonstrate their qualifications:**

- Offeror's Letter to CMDP Confirming Interest and Availability for the Individual Contractor (IC) Assignment
- **Financial Proposal**
- A cover letter with a brief presentation of your consultancy explaining your suitability for the work;
- A brief methodology on how you will approach and conduct the work
- Personal CV including past experience in similar projects and at least 3 references

### **Note:**

- Applicants of 65 years or more require full medical examination and statement of fitness to work to engage in the consultancy.

- The candidate has to be an independent consultant (If the candidate is engaged with any organization, the organization employing the candidate will be issued with a Reimbursable Loan Agreement (RLA) to release the employee for the consultancy with UNDP.)
- Due to sheer number of applicants, the CMDP/procurement unit will contact only competitively selected consultant.

## 5. FINANCIAL PROPOSAL

- **Lump sum contracts**

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount.

## 6. EVALUATION

Individual consultants will be evaluated based on the following methodologies:

### Cumulative analysis

*When using this weighted scoring method, the award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:*

*a) responsive/compliant/acceptable, and*

*b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.*

*\* Technical Criteria weight; 70%*

*\* Financial Criteria weight; 30%*

*Only candidates obtaining a minimum of 49 points in technical evaluation would be considered for the Financial Evaluation*

<b>Criteria</b>	<b>Weight</b>	<b>Max. Point</b>
<b><u>Technical:</u></b>	70%	70
<i>Educational Qualification</i>	10%	10
Bachelor's degree in management or any other relevant subjects		
More than five years of experience in in cooperative sector.	10%	10
Demonstrated experience of conducting similar works on development projects and programmes	20%	20
Adequate knowledge primary cooperatives	5%	5
Knowledge of primary cooperative context of Nepal	5%	5

Strong analytical and capacity assessment skills of primary cooperative	10%	10
Having strong knowledge and skills in primary cooperative, collection center operation and business linkage	10%	10
<b><i>Financial</i></b>	30%	30

**Contract will be awarded to the technically qualified consultant who obtains the highest combined scores (financial and technical).** The points for the Financial Proposal will be allocated as per the following formula:

$$\frac{\text{Lowest Bid Offered} *}{\text{Bid of the Consultant}} \times 30$$

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

## **ANNEX**

**ANNEX 1- TERMS OF REFERENCES (TOR)**

**ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**ANNEX 3- UNEG Code of Conduct for Evaluation in the UN System**

# Cooperative Market Development Programme (CMDP)

**Individual Consultant to supervise, monitor, guide and capacity building of primary cooperatives of Cooperative Market Development Programme (CMDP)**

## Terms of Reference

### **1. Background and context**

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 and availing quality fruits and vegetables to the consumers at the reasonable prices. 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.

Currently the CMDP has been implemented with an objective to establish and operationalize cooperative market chain of fruits and vegetables of selected six districts i.e. Lalitpur, Kavrepalanchowk, Makwanpur, Chitwan, Dhading and Nuwakot; 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 programme will achieve this outcome by establishing an efficient and sustainable fruits and vegetable collection centres/ outlets in 72 pocket areas of 18 municipalities (3 municipalities per district and 4 pocket areas per municipality) through 1 primary cooperative per pocket engaged in fruits and vegetable production to regional/central terminals in Chitwan and Kathmandu valley benefitting approx. at least 14,400 households. 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, the programme will enhance the economic opportunities as well as contribute to the nutrition security of the country.

### **2. Objectives and scope of the review**

#### **2.1. Objectives of the work**

The objective of this assignment is to supervise, monitor, mentor and guide the primary cooperatives selected by this programme. The consultant will help the primary cooperatives to manage their cooperative effectively by following the cooperative principles.

#### **2.2. Scope of the work**

The roles of the IC will include but not limiting to:

- Provide backstop support to run their cooperatives following values and norms of cooperatives
- Documentation of knowledge products of cooperatives.
- Prepare business plan for cooperatives in close co-ordination with District Cooperative Unions and CMDP.
- Prepare Crop Calendar and Marketing Calendar depending upon the pocket areas
- Support cooperatives to identify individual and organizational training needs
- Suggest best operational modality of the collection center
- Monitor and support to construct fruits and vegetable collection centers
- Monitoring and reporting of field activities to CMDP

### **2.3 Specific role and responsibility:**

Provide backstop support to run their cooperatives smoothly by following values and norms of cooperatives. Maintain effective relations with other stakeholders. Documentation of knowledge products of cooperatives. Support to prepare business plan for cooperatives in close co-ordination with District Cooperative Unions. Advise on planning of new activities, in close consultation with relevant markets at local and regional levels. Document best practices and lessons learned. Support to prepare crop calendar and marketing calendar depending upon the pocket areas. Update the NPM of the CMDP on grass root level activities and results. Advise on planning of new activities, in close consultation with DCUs and CMDP. Support cooperatives to identify individual and organizational training needs. Support in constructing fruits and vegetable collection centers. Suggest best operational modality of the collection center. Link collection centers to the local market, municipal market, district or regional / national markets.

### **2.4 Deliverables:**

- Progress report of primary cooperative management capacity building.
- Prepare business plan for cooperatives in close coordination with DCUs.
- Documentation of the primary cooperatives' knowledge products.
- Identify the individual and organizational training needs of cooperatives.
- Identify the logistical need of the cooperatives.
- Prepare Crop Calendar and Marketing Calendar depending upon the pocket areas.
- Identify and suggest the best operational model of the collection center.
- Monitor the construction of fruits and vegetable collection centers.
- Monitor and report overall progress of the CMDP activity implementation in field.

### **2.5 Methodology:**

- Field visit and observation of Primary Cooperatives
- Consultations and meetings with primary cooperatives, DCUs and LGs
- Monitoring of collection center of primary cooperatives. Facilitate to primary cooperative for effective management
- Facilitate to primary cooperatives for business development plan and marketing linkage with district, region and national level market.
- Coordinate with CMDP, DCUs and LGs.

### **2.6 Reporting and Time frame:**

The resource person will report to the National Project Director (NPD) of the CMDP and work in close coordination with the Cooperative Development Officer, Marketing and Business Development Specialist, Administrative and Finance Officer and National Project Manager (NPM) of CMDP. CMDP will facilitate the resource person for coordination and necessary support. This assignment requires 205 working days and expected to be completed by end of December 2020. Out of the total working days, most of the days will be at field for monitoring and to support to primary cooperatives. 60 days of field work (in average 10 days per district) is expected.

### **2.7 Duty Station:**

Duty station of this work is at CMDP office, Singh Durbar, Kathmandu with field visit of minimum 60 days. DSA will provide by CMDP as per NIM guideline but travel cost will not cover by CMDP. Approved Travel Authorization is required to claim DSA.

### **2.8 Experience:**

- The individual consultant should have following academic qualification and experience to carry out the assignment.
- At least Bachelors' Degree in any discipline
- 5 years of working experience in cooperative sector and one year in development activities. Knowledge of Cooperative collection center and cooperative market operation
- Experience in planning, implementation and M&E. Experience in cooperative market modality is preferable.

## 2.9 Payments Schedule:

1st installment 11% after the submission of Workplan and Inception Report in 30 Apr 2020

2nd installment 11% after the submission of the Monthly Report in 22 May 2020

3rd installment 11% after the submission of the Monthly Report in 22 Jun 2020

4th installment 11% after the submission of the Monthly Report in 22 Jul 2020

5th installment 11% after the submission of the Monthly Report in 22 Aug 2020

6th installment 11% after the submission of the Monthly Report in 22 Sep 2020

7th installment 11% after the submission of the Monthly Report in 22 Oct 2020

8th installment 11% after the submission of the Monthly Report in 22 Nov 2020

9th and final installment 12% after the submission of the Monthly Report in 22 Dec 2020

## 3. Timeframe

The duration of the work will be maximum 205 days in the period 26 April - 31 December 2020. The tentative schedule will be the following:

Planned Activities	Tentative Days	Timeline									
		Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Workplan and submission of inception report	5										
Monthly Progress Report May 2020	24										
Monthly Progress Report June 2020	26										
Monthly Progress Report July 2020	27										
Monthly Progress Report Aug 2020	25										
Monthly Progress Report Sept 2020	25										
Monthly Progress Report Oct 2020	22										
Monthly Progress Report Nov 2020	24										
Finalize and submit final report Dec 2020	27										
<b>Total</b>	<b>205</b>										

## 4. Application submission process and criteria for selection

It will be mentioned in Individual Consultant selection criteria.

## 5. Annexes<sup>1</sup>

- (i) Relevant Documents: Project Document, Annual Work Plan 2018 and 2019, Project Progress Reports of 2018 and 2019, Technical Needs Assessment Report, Knowledge products of CMDP etc.

<sup>1</sup> These documents will be provided after signing of the contract.

**OFFEROR'S LETTER TO UNDP  
CONFIRMING INTEREST AND AVAILABILITY  
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

**CMDP/IC/002/2020: Individual Consultant to supervise, monitor, guide and capacity building of primary cooperatives of Cooperative Market Development Programme (CMDP)**

Date \_\_\_\_\_

Cooperative Market Development Programme (CMDP)  
Singh Durbar  
Kathmandu, Nepal

Dear Sir/Madam:

I hereby declare that:

I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of **Individual Consultant to supervise, monitor, guide and capacity building of primary cooperatives of Cooperative Market Development Programme (CMDP)**.

I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;

- A) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- B) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3.
- C) I hereby propose to complete the services based on the following payment rate:
- 
- A total lump sum of [state amount in words and in numbers, indicating *exact currency*], payable in the manner described in the Terms of Reference.
- D) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- E) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;

- F) This offer shall remain valid for a total period of \_\_\_\_\_ days [*minimum of 90 days*] after the submission deadline;
- G) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office [*disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists*];
- H) If I am selected for this assignment, I shall [*please check the appropriate box*]:

- Sign an Individual Contract with UNDP;
- Request my employer [*state name of company/organization/institution*] to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:
- 

- I) I hereby confirm that [*check all that applies*]:

- At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
- I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

- J) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- K) ***If you are a former staff member of the United Nations recently separated, please add this section to your letter:*** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

L) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

M) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES  NO  If the answer is "yes", give the following information:

Name	Relationship	Name of International Organization

O) Do you have any objections to our making enquiries of your present employer?

YES  NO

P) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES  NO  If answer is "yes", WHEN?

Q) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

R) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES  NO  If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

**Annexes *[please check all that applies]:***

CV shall include Education/Qualification, Professional Certification, Employment Records /Experience

Breakdown of Costs Supporting the Final All-Inclusive Price as per Template

Brief Description of Approach to Work

**BREAKDOWN OF COSTS<sup>2</sup>**  
**SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

A) **Breakdown of Cost by Components:**

Cost Components	Quantity	Unit Cost (NPR)	Total for the Contract Duration (NPR)
<b>I. Personnel Costs</b>			
Professional Fees	205 days		
Life Insurance			
Medical Insurance			
Communications	NA		
<b>II. Travel<sup>3</sup> Expenses to Join duty station</b>			
Round Trip Airfares to and from duty station	NA	NA	
Living Allowance	NA	NA	
Travel Insurance	NA	NA	
Terminal Expenses	NA	NA	
Others (pls. specify)	NA	NA	
<b>III. Duty Travel**</b>			
Round Trip Airfares (At least 2 Provinces)	NA		
Living Allowance	60 days		
Travel Insurance	NA		
Terminal Expenses	NA		
Others (pls. specify)			
<b>Total</b>			

B) **Breakdown of Cost by Deliverables\***

Deliverables	Percentage of Total Price (Weight for payment)	Amount in NPR.
Upon submission and approval of the Workplan and Inception Report in 30 Apr 2020	11%	
Upon submission and approval of the Monthly Report in 22 May 2020	11%	
Upon submission and approval of the Monthly Report in 22 June 2020	11%	
Upon submission and approval of the Monthly Report in 22 July 2020	11%	
Upon submission and approval of the Monthly Report in 22 Aug 2020	11%	

<sup>2</sup> The costs should only cover the requirements identified in the Terms of Reference (TOR)

<sup>3</sup> Travel expenses are not required if the consultant will be working from home.

Upon submission and approval of the Monthly Report in 22 Sept 2020	11%	
Upon submission and approval of the Monthly Report in 22 Oct 2020	11%	
Upon submission and approval of the Monthly Report in 22 Nov 2020	11%	
Upon submission of Progress Report of Apr-Dec and Final Report in 22 Dec 2020	12%	

*\*Basis for payment tranches*

## Annex II

### 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 an 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.

#### 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.