



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 Administrative and Finance Assistant

Reference No.: CMDP/IC/003/2020

Date: 8 April 2020

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): 200 days over the period from 01 May – 31 December 2020

Proposal should be submitted by email to info@cmdpnepal.org not later than **1700 hours (Nepal Standard Time) on 24 April 2020** mentioning reference No. **CMDP/IC/003/2020 – National Consultant for administrative and documentation support 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 mentioning Procurement Notice Ref: **CMDP/IC/003/2020 National Consultant for administrative and documentation support and guide the primary cooperatives of Cooperative Market Development Programme (CMDP)**, on or before **21 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.

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 +2 in management or any other relevant subjects.

II. Years of experience:

- At least seven years of work experience in finance, administrative or operation of development projects of I/NGO, bilateral or government.
- Knowledge of planning, budgeting, financial management and reposting.
- Experience in cooperative market modality is highly preferable.
- Knowledge of primary cooperative context of Nepal.

III. Competencies:

- Strong knowledge and skills in monitoring budget and expenditure as per approved budget.
- Strong analytical and capacity assessment skills of primary cooperative.
- Strong financial management, audit, reporting and project implementation 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 description of your consultancy explaining your suitability for the work.
- Personal CV including experience in similar projects.
- Break down of costs supporting the final All-Inclusive Price as per Template.

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

Criteria	Weight	Max. Point
<u>Technical:</u>	70%	70
<i>Educational Qualification</i> +2 in management or any other relevant subjects	10%	10
More than seven years of experience in development sectors (I/NGO, Bilateral and Government) and in cooperative sector.	10%	10
Demonstrated experience of conducting similar works on development projects and programmes.	20%	20
Adequate knowledge of Financial Management in Development Projects	5%	5

Knowledge of primary cooperative context of Nepal	5%	5
Strong knowledge and skills in monitoring budget and expenditure as per approved budget.	10%	10
Strong financial management, audit, reporting and project implementation skills.	10%	10
<u>Financial</u>	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 support on administrative and finance related works 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 support Admin and Finance Officer on administrative and financial documents review as per NIM guideline, monitor, mentor and guide District Cooperative Unions (DCUs) and the primary cooperatives.

2.2. Scope of the work

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

AFA will report to the NPM and work closely with the Admin Finance Officer on the day to day basis to facilitate various administrative, financial and program implementation related to operational and logistical process.

2.3 Specific role and responsibility:

Support for project management and implementation:

1. Assist National Project Manager (NPM) and the project team in the development of project work plans including Annual and Quarterly Plans with attention to HR and Procurement plan.
 2. Support timely and effective implementation of HR and procurement plans by preparing all necessary documents as per UNDP rule and supporting the HR and Procurement units at UNDP.
 3. Undertake quality assurance of project procurement i.e. technical bids, financial bids, proposals and contracts.
 4. Provide support to resource mobilization by analyzing information on donors, preparation of donors' profile and their county strategy papers.
 5. Support in drafting internal and external correspondence especially related to procurement, recruitment, resource mobilization and partnership building.
- Support in organizing workshops, seminars, training including arrangement for venue, logistics, transportation and documentation of events.
 - Provide logistic support in organizing the meetings.
 - Ensure all project related materials are properly documented and easily accessible.
 - Maintain filing system for CMDP.
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Financial Management Support:

- Assist in drafting letter arrangements, MoU, CSA, contracts with implementing partner and other such documents as per NIM guidelines.
- Assist in managing the various contracts with implementing partner-government entities, NGOs etc
- Provide training to implementing partner related to financial management, audit, reporting and project implementation.
- Assist in doing budget revision as and when required.
- Provide support to monitoring budget expenditure as per approved budget.
- Assist in preparing of project audit and in responding to audit queries, UNDP CO and government queries related to project budget, financial resource and expenditures.
- Provide backup to project administration and finance Officer as and when required.
- Undertake other financial and administrative task assigned by the supervisor.
- Support in day to day logistic, operation management, room booking or meeting, workshop and seminar, vehicle booking, security clearance, prepare voucher for DSA claim, prepare meeting minutes.

2.4 Deliverables:

- Workplan and Inception Report in 22 May 2020.
- Progress Report (May-July) in 22 July 2020
- Progress Report (Aug-Oct) in 09 Oct 2020.
- Progress Report (Nov-Dec) in 22 Dec 2020.

2.5 Methodology:

- Review of documents and process of payments and settlements.
- Field visit and observation of Primary Cooperatives and DCUs financial documents.
- Consultations and meetings with primary cooperatives, DCUs and LGs.
- Facilitate to primary cooperatives and DCUs for effective financial management.
- Coordinate with CMDP staffs and MoLCPA on financial and operation activity.
- Support on day to day finance and operation related works.

- Coordinate with CMDP, DCUs and LGs.

2.6 Reporting and Time frame:

The resource person will report to the National Project Manager (NPD) of the CMDP and work in close coordination with the 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 20% after the submission of Workplan and Inception Report in 22 May 2020
 2nd installment 30% after the submission of the Progress Report (May-July) in 22 July 2020
 3rd installment 30% after the submission of the Progress Report (Aug-Oct) in 09 Oct 2020
 4th and final installment 20% after the submission of the Progress Report (Nov-Dec) in 22 Dec 2020

3. Timeframe

The duration of the work will be maximum 200 days in the period 01 May - 31 December 2020 (excluding weekend and holiday). The tentative schedule will be the following:

Planned Activities	Tentative Days								
		May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Workplan, Inception and 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								

Total	200	
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4. Application submission process and criteria for selection

It will be mentioned in Individual Consultant selection criteria.

5. Annexes¹

- (i) Relevant Documents: Project Document, Annual Work Plan 2020, Technical Needs Assessment Report etc.

¹ 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/003/2020: Individual Consultant to support on administrative and finance related works 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 support on administrative and finance related works 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 COSTS²
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) Breakdown of Cost by Components:

Cost Components	Quantity	Unit Cost (NPR)	Total for the Contract Duration (NPR)
I. Personnel Costs			
Professional Fees	200 days		
Life Insurance			
Medical Insurance			
Communications	NA		
II. Travel³ Expenses to Join duty station			
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	
III. Duty Travel**			
Round Trip Airfares (if any)	NA		
Living Allowance	NA		
Travel Insurance	NA		
Terminal Expenses	NA		
Others (pls. specify)			
Total			

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 22 May 2020	20%	
Upon submission and approval of the Progress Report (May-July) in 22 July 2020	30%	
Upon submission and approval of the Progress Report (Aug-Oct) in 09 Oct 2020	30%	
Upon submission and approval of the Progress Report (Nov-Dec) in 22 Dec 2020	20%	

**Basis for payment tranches*

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

³ Travel expenses are not required if the consultant will be working from home.

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 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.

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.