Date: 13th June, 2022

Request for Proposal (RFP)

Reference No.: CMDP/UNDP/RFP/04/2022

Dear Proposers,

You are requested to submit a proposal for undertaking:
Business plan for primary cooperatives, municipal markets, district markets and regional markets in Kavrepalanchowk, Makwanpur and Nuwakot districts of CMDP areas, 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 03:00 PM NST on 27th June, 2022 to the Project Management Unit.

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

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

Should you require further clarifications, kindly communicate with the contact person identified in the RFP document as the focal point for queries on this RFP.
CMDP look forward to receiving your proposal and thank you in advance for your interest in CMDP procurement opportunities.

Yours sincerely,

[Signature]

Mr. Anant Kumar Basnet
National Project Coordinator
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 Program (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: Business Plan Development. The organization will develop 20 business plans for primary cooperatives, municipal markets, district markets and regional markets in Dhading, Chitwan and Lalitpur districts of CMDP areas. The details of the assignment are as follows:

- Identify the capacity of primary cooperatives/district/central unions in terms forward and backward linkages in marking and overall business management of marketing and overall business management;
Identify the organizational management structure and skill sets available and identify any skill gaps;
Formulate appropriate cooperative business model and marketing strategy, focusing on sub-sector supply and value chain
Suggest appropriate measures to make the cooperative business viable;
Work out the appropriate costing and project production, sales, expenses, and cash flows for the business operation;
Define market (including CMDP supported Coop Market), potential customers, and comparative advantage of cooperatives to attract and retain customers across the country;
Help in projecting income from marketing of the fruits and vegetables over the next five years;
Calculate time frame to reach the break-even status from the present status;
Provide strategic direction and guide correct path to attain organizational vision, mission, goal and objectives

2. Cost of proposal
The Proposer shall bear all 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 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 CMDP procurement entity in writing at the organisation’s mailing address indicated in the RFP.

Contact details for inquiries (written inquiries only): CMDP Procurement Unit, info.cmdp@gmail.com;

Subject line of Email: CMDP/UNDP/RFP/04/2022 (Business Plan Development)

Written inquiries must be submitted on or before 03:00 PM Nepal Standard Time on 17th June, 2022. CMDP/UNDP shall respond to the inquiries through a bulletin posted in UNDP website - https://www.np.undp.org/content/nepal/en/home/procurement.html; 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.
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.
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 Contractor after acceptance by CMDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposal

14. Sealing and marking of proposal
(a) The outer envelope shall be:

Addressed to:
The Administrative and Finance management Specialist
Cooperative Market Development Project (CMDP)
Singhdarbar, Kathmandu
Tel: 01-4200080/60

Marked with Task: –
Business plan for primary cooperatives, municipal markets, district markets and regional markets in Dhading, Chitwan and Lalitpur districts of CMDP areas,

(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 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.

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.

16. 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 than 27th June, 2022, 3:00 PM Nepal Standard Time (NST). 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.

17. 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.

18. 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

19. 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.

20. 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.

21. 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.

22. 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% (490 points) of the obtainable score of 700 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.
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:

\[
\frac{\text{Lowest Bid Offered} \times 300}{\text{Bid of the Firm/Proposer}}
\]

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

<table>
<thead>
<tr>
<th>Summary of Technical Proposal Evaluation Forms</th>
<th>Score Weight</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expertise of Service Provider submitting proposal</td>
<td>20%</td>
<td>200</td>
</tr>
<tr>
<td>2. Proposed Work Plan and Approach</td>
<td>50%</td>
<td>500</td>
</tr>
<tr>
<td>3. Human Resource</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1000</strong></td>
<td></td>
</tr>
</tbody>
</table>

* Note 1: The total score will be converted to 70% for the final calculation*

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 Service Provider submitting proposal**

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

**Form 2: Proposed Work Plan and Approach**

Please provide a detailed description of the Work Plan and Approach 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.

**Form 3: Human Resource**

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 staffs) 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.

Form 4: Scoring System of Technical Proposal:

### 4.1 Scoring for expertise of service provider submitting proposal:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description</th>
<th>Maximum Obtainable Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demonstrated ability to perform the task with adequate number of staffs</td>
<td>50</td>
</tr>
<tr>
<td>2</td>
<td>Prior relevant experience</td>
<td>100</td>
</tr>
<tr>
<td>3</td>
<td>Working experience with GoN and UNDP</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>200</strong></td>
</tr>
</tbody>
</table>

### 4.2 Scoring for proposed work plan and approach:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Maximum Obtainable Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Organization and management</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Presentation in the documents</td>
<td>50</td>
</tr>
<tr>
<td>3</td>
<td>Understanding of assignment, methodology proposed for the activity (clarity and completeness) and presentation</td>
<td>100</td>
</tr>
<tr>
<td>4</td>
<td>Measurability of the project objectives and practical usefulness of the indicators formulating measuring success</td>
<td>150</td>
</tr>
<tr>
<td>5</td>
<td>Logical coherence between objectives, results, activities and resources</td>
<td>100</td>
</tr>
<tr>
<td>6</td>
<td>Providing working schedule in chronological order</td>
<td>80</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>500</strong></td>
</tr>
</tbody>
</table>

### 4.3 Scoring for human resource:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description</th>
<th>Maximum Obtainable Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Team Leader as per mentioned in ToR in Expertise Section</td>
<td>80</td>
</tr>
<tr>
<td>2</td>
<td>Fruits and Vegetable/ Post Harvest / Marketing Expert as per mentioned in ToR in Expertise Section</td>
<td>80</td>
</tr>
<tr>
<td>3</td>
<td>Financial Analyst as per mentioned in ToR in Expertise Section</td>
<td>70</td>
</tr>
<tr>
<td>4</td>
<td>Cooperative Expert as per mentioned in ToR in Expertise Section</td>
<td>70</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>300</strong></td>
</tr>
</tbody>
</table>

23. Award criteria, award of contract

The procuring CMDPE 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.
24. 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:

Cooperative Market Development Programme
Terms of Reference (TOR) for
"Business Plan Development" of primary cooperatives and district cooperative markets in Kavrepalanchowk, Makwanpur and Nuwakot districts of CMDP

Title of services:
Developing business plan of different levels of cooperatives & cropping calendars for primary cooperatives in Kavrepalanchowk, Makwanpur and Nuwakot districts of CMDP areas

1. Rationale

Cooperative Sector is considered one of the three pillars of Nepal’s economy as stated by the 2015 National Constitution of Nepal. With around 34,000 primary cooperatives working in Nepal, cooperatives contribute to around 20% in the financial sector of the country. This sector has provided employment to around 60,000 people and it contributes to 3% of Nepal’s economy. 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 implemented as a model programme jointly 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 72 selected pocket areas of 18 rural/urban municipalities of six districts viz. Chitwan, Dhading, Kavre, Lalitpur, Makwanpur and Nuwakot in Bagmati Province. This project has scope for replication in other parts of the country in future based on its experiences and lessons learnt.

PROGRAMME GOALS AND OBJECTIVES

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 started from February 2018. 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 reducing the layers of intermediary costs.
**Programme Objectives**

The overall objective of the programme is to establish and operationalize cooperative market chain of fruits and vegetables of selected six districts viz Chitwan, Dhading, Kavre, Lalitpur, Makwanpur 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 project will benefit approximately 14,400 households of 72 fruits and vegetables pocket areas identified by CMDP and will directly link them to this cooperative market chain. As the market chain will reduce the intermediary costs of the produces, the market system will offer benefits to both the farmers and consumers. Ultimately, the project will enhance the economic opportunities as well as contribute to the nutrition security of the citizens of the country.

To meet the project objectives, CMDP has collaborated with concerned District Cooperative Unions (DCUs) at district level, Local Governments (LGs) at municipal level, Agriculture Seed Vegetable and Fruit Central Cooperative Federation Limited (NEFSCOV), and National Cooperative Federation Nepal (NCFN) at the central level. Till the end of 2020 this project has established 50 collection centers at pocket level, distributed 28 pickup vehicles and installed 37 cooling chambers in the primary cooperatives, DCUs and satellite market. Satellite market in Chabahil, Kathmandu has already been operating in partnership between NEFSCOV and primary cooperatives. Likewise, municipal market in Ratnanagar, Chitwan and Benighat Rorang, Dhading, district markets in Kavre and Nuwakot, regional market in Bharatpur, Chitwan and satellite market in Mahalaxmithan, Lalitpur are in line of construction. In addition, CMDP has provided capacity building support to primary cooperatives, cooperative unions, and LGs. The programme has also conducted series of training courses such as cooperative management, financial management, business plan, value-chain, and COPOMIS along with periodic mentoring and follow-ups.

Against this background, the CMDP Programme has envisaged developing a comprehensive business plan at all level of the project areas (primary cooperative, municipal markets, district markets, regional markets and satellite markets). This business plan aims to guide cooperative and cooperative market actors to run business and foresee the challenges related to internal and external forces and to take corrective measures on time. The business plan will be an integral part of decision making and monitoring & tracking of cooperative businesses. This will help market actors to predict the market dynamics of availability of different types of fruits and vegetables to meet the demand of markets with cost analysis.

**Cooperative Market Operational Mechanism**

**Satellite Cooperative Markets**

Satellite cooperative in Chabahil, Kathmandu run by NEFSCOV and in Mahalaxmithan DCU Lalitpur will be operated by following either of the two approaches provisioned by the clause of Cooperative Act 2074, Cooperative Regulation 2075. It includes joint or partnership business mechanism (first approach) and inter-cooperative market operational mechanism (second approach) in clause 13 and 80 respectively. In the first approach, both market actors can enter into joint/partnership business by collecting shares of the member and non-member cooperatives. Likewise, profit and loss of business will be shared based on the agreed proportionate ratio among each partner cooperative and all cooperatives will be considered as a co-owner of markets under the joint/partnership business mechanism.

In the second approach, the markets might build a formal agreement with the member or non-member cooperatives for the supply of fruits and vegetable. Based on the second approach, the markets can mention clause in the formal agreement about profit/loss sharing.

**District Cooperative Markets**

District Cooperative Markets in Nuwakot and Kavre will collect produces from all primary cooperatives within district level and sell through different markets. The district markets may register fruits and vegetable
business in concerned authorities based on the prevailing local laws. Likewise, district markets may also follow both approaches as mentioned above to run cooperative markets at the district levels.

Municipal Level Markets
Municipal level markets are envisaged to run by primary cooperatives in the Ratnanagar Municipality, Chitwan and Benighat rorang Municipality, Dhading. The markets will be operated in the concept of inter-cooperative market approach mentioned in clause 80, cooperative regulation 2075. According to the clause, a lead cooperative will manage overall marketing activities and the rest of the cooperatives under an inter-cooperative market approach will collect, process fruits and vegetable from farmer members. There will be a formal agreement between all cooperatives mentioning cost benefit sharing. Municipal level markets may also register in concerned authorities based on the prevailing local laws.

Primary Cooperatives
All primary cooperatives will collect produces from member farmers in the collection centers or collection point and supply to cooperative markets as per agreement with market actors. The cooperatives will follow the business plan and seasonal production calendar and encourage farmers to produce accordingly. They will also provide feedback on quality, demand, and consistency to their farmer members. Additionally, it is envisaged that primary cooperatives will support necessary inputs or facilitate to get all kinds of agriculture support from concerned authorities to the farmer members.

2. Objectives of Business Plan
The objective of developing Business Plan at all levels of the project areas (primary cooperative, municipal markets, district markets, regional markets and satellite markets) is to provide guidance on the operations of the cooperative business and support in the healthy marketing of fruits and vegetable. Specifically, the Business Plan will:
- Identify the capacity of primary cooperatives/district/central unions in terms forward and backward linkages in marking and overall business management of marketing and overall business management;
- Identify the organizational management structure and skill sets available and identify any skill gaps;
- Formulate appropriate cooperative business model and marketing strategy, focusing on sub-sector supply and value chain
- Suggest appropriate measures to make the cooperative business viable;
- Work out the appropriate costing and project production, sales, expenses, and cash flows for the business operation;
- Define market (including CMDP supported Coop Market), potential customers, and comparative advantage of cooperatives to attract and retain customers across the country;
- Help in projecting income from marketing of the fruits and vegetables over the next five years;
- Calculate time frame to reach the break-even status from the present status;
- Provide strategic direction and guide correct path to attain organizational vision, mission, goal and objectives

3. Methodology and Scope of Work
Business plan should effectively communicate and be implemented in a systematic manner. To achieve this, the service provider is expected to comprehensively document expressed business ideas of the cooperatives. The primary cooperatives and other cooperative market actors should therefore, be adequately consulted and get them actively participate in its development and subsequent implementation. CMDP Programme has expected that service provider will design guideline with contents for the business plan that should include but not limited to the points mentioned below. It is also expected that service
provider will develop 3 to 5 days business plan induction training package to build the capacity of CMDP district partners and organize training at central level in the supervision of the programme.

CMDP will take support from district partners for the coordination between service provider and concerned cooperatives and markets for business plan preparation. District partners are ultimately responsible for the follow ups to the cooperatives and markets of the subsequent implementation and provide regular feedback. The service provider will have to be engaged in subsequent monitoring of implementation of business plans and provide necessary inputs, fine tune the business plan and share lessons learned to CMDP for future programming – this is an important aspect of the business plan Implementation, which is normally missing in most of the cases thereby letting the service providers off the hook (no accountability on the part of the consultancy firm/service provider). Hence, a business plan induction training is important to orient all CMDP partners such as Programme Coordinators, AFAs, other staff/members, Coops Manager and accountants to build their capacity.

The service provider will organize orientation programme at primary cooperatives and market levels to collect all required information for the business plan. They will adequately discuss and orient members on the expected form of business plan. Based on the data collection, service provider will transcribe all information and make business plans for the different market actors and cooperative under CMDP programme. Once business plan will be drafted, service provider will share draft copy with CMDP and concerned Coops before debriefing the concerned cooperatives/markets. After getting feedback from CMDP, the service provider will finally orient the concerned cooperatives/markets on the business plan and handover the final copy. The business plan should also revisit the fruits and vegetable crop calendar of the primary cooperatives.

Contents of Business Plan:

a. Executive Summary
b. THE CONCEPT: Organization VISION, MISSION, PURPOSE AND VALUES,
c. ORGANIZATION AND PEOPLE: Cooperative structure, premises, registration and licenses, plant and equipment, product and services, current performances, members and directors
d. HUMAN RESOURCE PLAN – Staffing and Job Descriptions
e. BUSINESS OPERATIONAL PLAN including Risk Management (fruits and vegetable market operation plan/model, linkage with CMDP cooperative markets and other markets, etc )
f. PRODUCTION PLAN– Production/Crop Calendar, Demand Equipment, Facilities and Quality Control
g. SITUATIONAL ANALYSIS
   • The Co-operative Environment, Competitive Environment, Economic Environment, Social Environment, Political Environment, Legal Environment and Natural Environment, SWOT, and Enterprise analysis
h. MARKETING PLAN
   • Marketing Objectives, Target Markets, Target Customers Marketing Mix (Product, Price, Promotion and Place), demand supply analysis, marketing strategy
i. FINANCIAL PLAN - Budget and Financial Control Systems, Financial Statements, Cash Flows, Ratios (include at least four key ratios such as debt equity ratio, return on investment, break-even point, price analysis, working capital)
j. Organization Strategic Plan and CONCLUSION

4. Expected outputs/Key Deliverables/Timeframe

The project has planned to support 20 functional business plans in Kavrepanchchowk, Makwanpur and Nuwakot district at all possible levels.

The key deliverables of the assignment are as follows:

4.1. Inception report with detailed work plan and field movement: Inception report shall be the first deliverable to be submitted by the service-provider. The report shall cover methodologies, guideline,
content of business plan and detailed work plan with field movement. The content of business plan will be finalized after incorporating feedback on the inception report from CMDP.

4.2. Draft Business Plan: Draft business plan with one hard copy of each business and soft copy in MS word and Pdf should be submitted to the project. Draft business plan should be submitted to each cooperative/market for feedback. Presentation will be given to the project team and respective DCU representatives at CMDP office.

4.3. Complete Business Plan: The complete business plan should be submitted to CMDP after integrating feedback from the cooperatives/market and project. While submitting final business plan, two hard copies of each business and soft copy in MS word and Pdf should be submitted to the project.

5. Expertise

The service providing organization should have a Business Plan team comprising of an experienced expert on cooperative movement and business plan for this assignment. It should have at least following team members being involved in the assignment:

1. Team Leader -1,
2. Fruits and Vegetable Business Development Expert – 1
3. Financial Analyst - 1
4. Cooperative Expert-4
5. Associates-4

1) **Team Leader**: Team Leader shall be responsible for the overall development of business plan, coordination, data collection & management, and submission of the deliverables. S/he shall design content and develop necessary TOR for its team members to accomplish the assignment. S/he should have at least a master's degree in agriculture economics, marketing, economics, business management, business administration or in allied field. The Team Leader should have at least 10 years of experience of working with market development, agriculture cooperatives, diary cooperatives and sound knowledge on agricultural marketing and experience in business plan preparation. He/ She should have experience of working as Team Leader related to business plan development of cooperative markets and others.

2) **Fruits and Vegetable Business Development Expert**: The Fruits and Vegetable Business Development Marketing Expert should have at least 7 years of experience with qualification of Masters in agriculture economics with enough knowledge in agriculture, horticulture and marketing. He/ She should have experience of developing at least 5 business plans for agricultural cooperatives/cooperative markets and other related markets. The Business Development Expert should have experience of working with agriculture cooperatives, diary cooperatives and should have sound knowledge on agricultural marketing.

3) **Financial Analyst**: The Financial Analyst should have MBS or MBA of qualification at least 7 years of experience in providing financial support in business plan preparation. The financial analysis section of a business plan should contain the data for financing the cooperative's business for the present, what will be needed for future growth, and an estimation of their operating expenses. S/he should have experience of developing business plan.

4) **Cooperative Expert**: The Cooperative Expert should have at least 5 years of experience working in agriculture commodity cooperative sector. S/he should have experience of facilitating workshop including at the field levels. S/he will coordinate and manage all event activities. S/he will provide functional and technical support to ensure performance, and transcribe all data and information collected from cooperatives and give shape to business plan. The Cooperative Expert shall have at least Bachelor’s Degree in business management or related field. S/he should have demonstrated
skill of at least 3 years of work experience in facilitating workshop and preparing business plan and strategic documents for agricultural cooperatives. S/he should have strong knowledge on prevailing cooperative acts and regulation.

5) **Associates:** The team can hire associates having knowledge in data collection, coordination and meeting coordination.

6. **Eligibility criteria/Requirements**

- Work experience of at least three years.
- Interested service provider must be legally registered under prevailing laws of Nepal.
- The service provider must have sufficient technical expertise and human resources as specified in the TOR.
- The service provider must be registered in VAT.
- The service provider must submit the evidences of past experience 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 services provided in last 3 years indicating contract scope, duration and contact references,
  b) Service Provider registration certificate
  c) Tax clearance/ exempt certificate
  d) Latest two years' audited report or financial statement.
  e) List of Business plans prepared
  f) Written Self-Declaration that the service provider is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List and not black listed in the PPMO.

In addition, the applicant should include:
  a. Names and qualifications of the key personnel proposed for the assignment,
  b. Written confirmation from each personnel that they are available for the entire duration of the contract.

7. **Duration and period of Assignment**

The duration for the assignment will be not more than 3 months from the signing of contract. The key activities of this assignment that should include but not limited to following table;

<table>
<thead>
<tr>
<th>S.N</th>
<th>Activities for the Business Plan Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Review of cooperative acts, regulations, bylaws, previous business plan if any, preparation of template, CMDP project documents</td>
</tr>
<tr>
<td>2</td>
<td>Interaction meeting with respective cooperative/markets for data collection and prepare minutes with important issues.</td>
</tr>
<tr>
<td>3</td>
<td>Data Analysis and Preparation of Draft Business Plan</td>
</tr>
<tr>
<td>4</td>
<td>Sharing of the draft business plan to CMDP and concerned cooperatives/markets for feedback</td>
</tr>
<tr>
<td>5</td>
<td>Presentation on the draft business plan to CMDP and respective DCUs</td>
</tr>
<tr>
<td>6</td>
<td>Finalization of the business plan incorporating all the feedback</td>
</tr>
</tbody>
</table>
8. Guidance

The overall assignment will be guided by the Acting National Project Manager from CMDP. However, the necessary regular administrative guidance will be provided by the Administrative and Finance management Specialist and other coordination will be done by M&E and GESI Officer to the service provider by technical officer of the project.

9. Payment

The payment will be scheduled 30% of the agreed amount upon submission of Inception report, 40% of agreed amount will be paid after draft report submission and final 30% after the submission of final report.

10. Evaluation criteria

A two-stage procedure is utilized in evaluating the proposal, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The financial offers of the proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1,000 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).

In the Second Stage, the financial proposal of all potential service providers, who have attained minimum 70% score in the technical evaluation will be compared. The contract will be awarded to the service provider fulfilling the following criteria:

- Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)
- Full acceptance of the UNDP Contract General Terms and Conditions (GTC).

Technical Evaluation Criteria

<table>
<thead>
<tr>
<th>Summary of Technical Proposal Evaluation Forms</th>
<th>Score Weight</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Expertise of Service Provider submitting proposal</td>
<td>20%</td>
<td>200</td>
</tr>
<tr>
<td>2 Proposed Work Plan and Approach</td>
<td>50%</td>
<td>500</td>
</tr>
<tr>
<td>3 Human Resource</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>

* Note 1: The total score will be converted to 70% for the final calculation *

Financial Evaluation Criteria

<table>
<thead>
<tr>
<th>Summary of Financial Proposal Evaluation Forms</th>
<th>Score Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Each technically qualified proposal (70%) shall be given a financial score. The lowest Financial Bid will be awarded the highest marks</td>
<td>30%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>30%</strong></td>
</tr>
</tbody>
</table>

*** Note 2: The weight for financial scores will be calculated on a pro-rata basis with the lowest financial proposal as 30%***

***Note 3: The final scoring will be the combined calculated score weight of technical and financial scores. ***

Annex 1:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Markets:</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>District Cooperative Market</td>
<td>Nuwakot</td>
</tr>
<tr>
<td></td>
<td>Organization Name</td>
<td>Location</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>2</td>
<td>Durjyo Pragatisil Krishi Sahakari Sastha Ltd</td>
<td>Nuwakot</td>
</tr>
<tr>
<td>3</td>
<td>Jagaruk Krishi Sahakari Sanstha Limited</td>
<td>Nuwakot</td>
</tr>
<tr>
<td>4</td>
<td>Namuna Krishak Sahakari Sastha Ltd</td>
<td>Nuwakot</td>
</tr>
<tr>
<td>5</td>
<td>Hariyali Krishi sahakari Sastha Ltd</td>
<td>Nuwakot</td>
</tr>
<tr>
<td>6</td>
<td>District Cooperative Market</td>
<td>Kavre</td>
</tr>
<tr>
<td>7</td>
<td>Shree Agrasar Women Bahuudeshiyaa Sahakari Sanstha Limited</td>
<td>Kavre</td>
</tr>
<tr>
<td>8</td>
<td>Raskamal Agriculture Cooperative Society Ltd</td>
<td>Kavre</td>
</tr>
<tr>
<td>9</td>
<td>Shree Kitini Agriculture Cooperative Society Ltd.</td>
<td>Kavre</td>
</tr>
<tr>
<td>10</td>
<td>Shree Jana Jagriti vegetables and fruits cooperative ltd.</td>
<td>Kavre</td>
</tr>
<tr>
<td>11</td>
<td>Shree Azad Agriculture Cooperative Co Ltd</td>
<td>Kavre</td>
</tr>
<tr>
<td>12</td>
<td>Shree Pratistha Agriculture Cooperative Society Ltd. Panchkhal Kavre</td>
<td>Kavre</td>
</tr>
<tr>
<td>13</td>
<td>Sanakisan Krishi Sahakari Sanstha Limited, Hadikhola</td>
<td>Makwanpur</td>
</tr>
<tr>
<td>14</td>
<td>Palung Multipurpose Cooperative Society Thaha</td>
<td>Makwanpur</td>
</tr>
<tr>
<td>15</td>
<td>Swachhanda Sana Kisan Krishi Sahakari Sanstha Limited</td>
<td>Makwanpur</td>
</tr>
<tr>
<td>16</td>
<td>Amar Sana Kisan Agriculture Co-operative Ltd</td>
<td>Makwanpur</td>
</tr>
<tr>
<td>17</td>
<td>Sanakisan Krishi Sahakari Sanstha Limited, Manahari</td>
<td>Makwanpur</td>
</tr>
<tr>
<td>18</td>
<td>Makwanpur District Cooperative Union</td>
<td>Makwanpur</td>
</tr>
<tr>
<td>19</td>
<td>Mahachuni Agriculture Cooperative Ltd.</td>
<td>Makwanpur</td>
</tr>
<tr>
<td>20</td>
<td>Makwanpur District Milk Producer Cooperative P.Ltd</td>
<td>Makwanpur</td>
</tr>
</tbody>
</table>
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 page)

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

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)
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.

<table>
<thead>
<tr>
<th>Price Schedule for: Request for Proposals for Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Activity/Item (Based on Scope of Works or deliverables described in different ToR)</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>1 Professional Service</td>
</tr>
<tr>
<td>a) Team Leader</td>
</tr>
<tr>
<td>b) Fruits and Vegetable Business Development Expert</td>
</tr>
<tr>
<td>c) Financial Analyst</td>
</tr>
<tr>
<td>d) Cooperative Expert</td>
</tr>
<tr>
<td>e) Associates</td>
</tr>
<tr>
<td>2 Field Activity Cost</td>
</tr>
<tr>
<td>2.1 Transportation cost</td>
</tr>
<tr>
<td>2.2 DSA</td>
</tr>
<tr>
<td>a) Team Leader</td>
</tr>
<tr>
<td>b) Fruits and Vegetable Business Development Expert</td>
</tr>
<tr>
<td>c) Financial Analyst</td>
</tr>
<tr>
<td>d) Cooperative Expert</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>e) Associates</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>TOTAL COST</td>
</tr>
<tr>
<td>VAT 13%</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
</tr>
</tbody>
</table>

(Amount in Word: ..................................................................................................................................................)

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.
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 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 amend 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.
Annex VII

STATEMENT OF COMPLIANCE WITH TERMS AND CONDITIONS

MUST BE DULY COMPLETED AND RETURNED WITH PROPOSAL.

Please confirm acceptance of the following:

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

Submitted by:

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date: Organization Seal: