



SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: 01/CN/RFP/TDF/080/81

**Selection of Consulting Services for:
Prefeasibility study of Strengthening Climate Resilience of
Agricultural Livelihoods in Agro-ecological Regions in Karnali
Province**

**Project: Prefeasibility study of Strengthening Climate Resilience of
Agricultural Livelihoods in Agro-ecological Regions in Karnali
Province**

**Office Name: Town Development Fund
Office Address: Mid Baneshwor, Kathamndu**

Financing Agency: Government Budget

Issued on: 28 July, 2023

TABLE OF CONTENTS

Section 1 – Letter of Invitation

Section 2 – Instructions to Consultants and Data Sheet

Section 3 – Technical Proposal – Standard Forms

Section 4 – Financial Proposal – Standard Forms

Section 5 – Eligible Countries

Section 6 – Corrupt and Fraudulent Practices

Section 7–Terms of Reference

Section 8– Conditions of Contract and Contract Forms

A handwritten signature in black ink, consisting of a stylized 'U' followed by a large 'S' and a horizontal line.

TABLE OF CLAUSES

PART I

Section 1. Letter of Invitation

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions
2. Introduction
3. Conflict of Interest
4. Unfair Competitive Advantage
5. Corrupt and Fraudulent Practices
6. Eligibility

B. Preparation of Proposals

7. General Considerations
8. Cost of Preparation of Proposal
9. Language
10. Documents Comprising the Proposal
11. Only One Proposal
12. Proposal Validity
13. Clarification and Amendment of RFP
14. Preparation of Proposals – Specific Considerations
15. Technical Proposal Format and Content
16. Financial Proposal

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals
18. Confidentiality
19. Opening of Technical Proposals
20. Proposals Evaluation
21. Evaluation of Technical Proposals
22. Financial Proposals for QBS
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)
24. Correction of Errors
25. Taxes
26. Conversion to Single Currency

27. Combined Quality and Cost Evaluation

28. Negotiations

29. Conclusion of Negotiations

30. Award of Contract

D. Negotiations and Award

E. Data Sheet

Section 3. Technical Proposal – Standard Forms

Form TECH-1

Form TECH-2

Form TECH-3

Form TECH-4

Form TECH-5

Form TECH-6

Form TECH-7

Section 4. Financial Proposal - Standard Forms

Section 5. Eligible Countries

Section 6. Corrupt and Fraudulent Practices

Section 7. Terms of Reference

PART II

Section 8. Conditions of Contract and Contract Forms

Preface

I. Form of Contract

II. General Conditions of Contract

III. Special Conditions of Contract

IV. Appendices



PART I

Section 1. Letter of Invitation

RFP No: 01/CN/RFP/TDF/080/81
Baneshwor, Kathmandu
28 July, 2023

Dear ALL,

1. TDF has received a financial support from the European Union (EU) under the Thematic Programme: Civil Society Organization and Local Authorities (Contract: CSO-LA/2018/402-797) for implementation of 'Municipal Finance and Capacity Building (MFCB) Programme' to strengthen local authorities and the TDF to foster local economic development and climate resilient investment through blended financing. Under institutional development component of MFCB Programme, TDF intend to hire consultancy firm for Strengthen of TDF's Appraisal System .So, TDF intends to apply a portion of this fund to eligible payments under this Contract for which this Request for Proposals is issued.
2. The Town Development Fund now invites proposals to provide the following consulting services, Preparation of **"Prefeasibility study of Strengthening Climate Resilience of Agricultural Livelihoods in Agro-ecological Regions in Karnali Province"**. More details on the Services are provided in the Terms of Reference.
This Request for Proposals (RFP) has been addressed to the all interested Consultants.
3. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a JV partner without the Client's prior consent, which is given only in exceptional circumstances, such as blacklisting of the JV partner or occurrence of Force Majeure.
4. Town Development Fund (TDF) reserves the right to accept or reject, wholly or partially any or all RFP without assigning any reason, whatsoever.
5. A firm will be selected under [**Quality and Cost Based Selection Method**] and procedures described in this RFP.
6. In case the last date of obtaining and submission of RFP documents happens to be a holiday, the next working day will be deemed as the due date but the time will be the same as stipulated.
7. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – GoN/DP's Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract

Yours sincerely,
Town Development Fund



Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

<p>1. Definitions</p>	<p>(a). "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b). "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project. "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.</p> <p>(c). "Borrower [or Recipient or Beneficiary]" means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Development Partner.</p> <p>(d). "Client" means the <i>[procuring entity/implementing/ executing agency]</i> that signs the Contract for the Services with the selected Consultant.</p> <p>(e). "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f). "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g). "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h). "Day" means a calendar day.</p> <p>(i). "Development Partner (DP)" means the country/institution funding the project as specified in the Data Sheet.</p> <p>(j). "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k). "Government" means the government of the Nepal.</p> <p>(l). "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m). "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(n). "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all</p>
------------------------------	--




	<p>information needed to prepare their Proposals.</p> <p>(o). "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(p). "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(q). "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(r). "RFP" means the Request for Proposals prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(s). "SRFP" means the Standard Request for Proposals issued by PPMO, which must be used by the Public Entity as the basis for the preparation of the RFP.</p> <p>(t). "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(u). "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(v). "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
2. Introduction	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
3. Conflict of Interest	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or</p>

	blacklisting by the Public Procurement Monitoring Office/DP. Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet , the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client or are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in Section 6. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit GoN/DP or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the accounts and records audited by auditors appointed by the GoN/DP. 5.3 Consultants shall be aware of the provisions on fraud and corruption stated in Clause GCC 10.1.
6. Eligibility	6.1 The GoN/DP permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as



	<p>stated in Section 5 to offer consulting services for GoN/DP-financed projects.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the GoN/DP. Maximum number of partners in JV shall be Specified in Data sheet.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<p>6.3.1 In case of a natural person or firm/institution/company which is already declared blacklisted and ineligible by the GoN, any other new or existing firm/institution/company owned partially or fully by such Natural person or Owner or Board of director of blacklisted firm/institution/company, shall not be eligible consultant. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>
b. Prohibitions	<p>6.3.2 Firms and individuals shall have the nationality of an eligible countries as indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, Nepal prohibits commercial relations with that country; or</p> <p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
c. Restrictions for public employees	<p>6.3.3 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if permitted under GoN/DP policy, and their employment would not create a conflict of interest).</p>
B. Preparation of Proposals	
7. General Considerations	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
8. Cost of Preparation of Proposal	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
9. Language	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the English language.</p>
10. Documents Comprising the	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p>



A handwritten signature in black ink is written over a circular official stamp. The stamp contains text in Nepali, including 'नेपाल सरकार' (Government of Nepal) and 'प्रशासन' (Administration). The signature is a stylized, cursive script.

Proposal	10.2 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. The Consultant shall not include any additional conditions against the provisions specified in RFP, while extending the validity of its Proposal.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>

c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the Data Sheet .
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
14. Preparation of Proposals – Specific Considerations	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p>



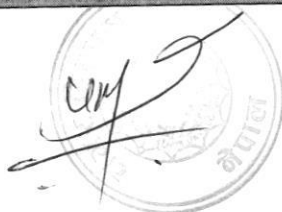
	14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet , and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Only one curriculum vitae (CV) may be submitted for each key expert. If a technical proposal nominates more than one expert for a position, the Client will evaluate all CVs and apply the lowest score for the position.</p>
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable indicated in the Data Sheet .
a. Price Adjustment	16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the Nepalese Rupees.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing</p>



	<p>the Proposal.</p> <p>17.5 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
18. Confidentiality	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the letter of intent to accept the proposal has been issued to the selected Consultant.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing PPMO's blacklisting procedures.</p>

	<p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of issuance of notification for opening of financial proposal or the Letter of Intent, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
19. Opening of Technical Proposals	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20. Proposals Evaluation	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the DP issues its "no objection", if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
21. Evaluation of Technical Proposals	<p>21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. The evaluation committee shall compute the score obtained by each proposal by taking the average of the scores given by each member of the evaluation committee to the proposal. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.2 Proposed experts, involved in the firms' work in hand will not be considered for evaluation to the extent of this involvement in the ongoing assignment.</p> <p>21.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
22. Financial	<p>22.1 Following the ranking of the Technical Proposals, when the selection</p>

Proposals for QBS	<p>is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> <p>22.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	<p>23.1 After the technical evaluation is completed <i>and the DP has issued its no objection (if applicable)</i>, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should be at least 7 days for national shortlisting and 15 days for international shortlisting for attending the opening. The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened.</p> <p>These Financial Proposals shall be then opened, and the following information will be recorded:</p> <ul style="list-style-type: none"> (a) Name and address , (b) Proposed service charge, (c) Discount offered, if any; (d) Description of the discrepancies, if any, between figure and words, (e) Whether the financial proposal is signed or not by authorized representative of consultant, (f) If any matter or content of the financial proposal is effaced whether such efface is signed by the consultant or his/her representative or not and the details of the amount and the content effaced, (g) Other necessary matters considered appropriate by the Public Entity <p>23.3 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or</p>



	any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the discount offered, if any, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
25. Taxes	<p>25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.</p> <p>25.2 Except for VAT, all taxes levied and imposed on the contract invoices and any tax liabilities arising from the Contract under the laws of Nepal are deemed included in the Consultant's Financial Proposal and, hence, included in the evaluation. Information on the Consultant's tax obligations in Nepal can be found as indicated in Clause 16.3 of the Data Sheet.</p>
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.



b. Fixed-Budget Selection (FBS)	<p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.</p> <p>27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.</p>
c. Least-Cost Selection (LCS)	<p>27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.</p>
D. Negotiations and Award	
28. Negotiations	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p> <p>28.3 The date, time and address for the negotiations will be advised in writing by the client. The notification period shall be at least 15 days for international selection and 7 days for national selection.</p>
a. Availability of Key Experts	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical negotiations	<p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
c. Financial negotiations	<p>28.6 In the case of a Time-Based contract, where cost is a factor in the evaluation, unit rates negotiations for remuneration shall not take place. However, there may be negotiation on reimbursable expenses.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract</p>



	<p>shall not be negotiated.</p> <p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
29. Conclusion of Negotiations	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
30. Award of Contract	<p>30.1 Pursuant to Clause 29.1 of this ITC, the consultant, with whom agreement is reached following negotiation, shall be selected for approval of his proposal and the Client shall notify its' intention to accept the proposal to the selected consultant and other short-listed consultants within 7 days of selection of the winning proposal.</p> <p>30.2 If the review application is not received by the Client pursuant to Clause 31.2 of this ITC then the proposal of the Consultant, selected as per Clause 30.1 of this ITC shall be accepted and the successful consultant shall be notified to come for signing the Agreement within 15 days.</p> <p>30.3 If the Consultant fails to sign an agreement pursuant to Clause 30.2 of this ITC then the Client will invite the consultant whose proposal received the next highest score to negotiate a contract.</p> <p>30.4 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p> <p>30.5 In Case, a corruption case is being filed to Court against the Natural Person or Board of Director of the firm/institution /company or any partner of JV, such Natural Person or Board of Director of the firm/institution /company or any partner of JV such firm's or JV proposal shall be excluded from the evaluation, if public entity receives instruction from Government of Nepal.</p>
31. Request for Information/ Complaints	<p>31.1 A consultant, who has been informed that its technical proposal has been considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, may request the Client to provide the technical score obtained by him and the reason for not being able to qualify. The Client shall provide the information within 5 days of receiving such request. If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant, filing application for review shall have to furnish a cash amount or bank</p>



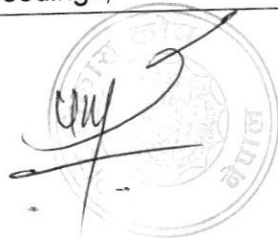
guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the amount specified in the Data Sheet with the validity period of at least ninety days from the date of filing of application.

In case of letter of intent after evaluation of financial proposal if the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days. The Applicant filing application for review shall have to furnish a cash amount or bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law equivalent to the 1% of Financial Proposal with the validity period of at least ninety days from the date of filing of application.

- 31.2 Any consultant, who has submitted a proposal and is not satisfied with the procurement process or Client's decision provided as per Clause 30.1 of this ITC and believes that the Client has committed an error or breach of duty which has or will result in loss to him then the consultant may give an application for review of the decision to the Client with reference to the error or breach of duty committed by the Client. The review application should be given within 7 days of receipt of information regarding the issue of letter by the Client notifying its intention to accept the winning proposal pursuant to Clause 30.1 of this ITC.
- 31.3 If a review application is received by the Client pursuant to Clause 31.2 of this ITC then the Client will clarify and respond within 5 days of receiving such application.
- 31.4 If the applicant is not satisfied with the decision given by the procuring entity and/or the decision is not given by the Procuring Entity within 5 days, then the applicant can file a complaint to the Review Committee within 7 days.
- 31.5 If a complaint has been lodged to the client, the client shall put on hold the awarding process for 7 days period provided to lodge a complaint to the review committee.

32. Conduct of Consultants

- 32.1 The Consultant shall be responsible to fulfil his obligations as per the requirement of the Contract Agreement, RFP documents and Public Procurement Act and Regulations.
- 32.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the Contract Agreement:
- give or propose improper inducement directly or indirectly,
 - distortion or misrepresentation of facts
 - engaging or being involved in corrupt or fraudulent practice
 - interference in
 - participation of other prospective bidders.
 - coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,

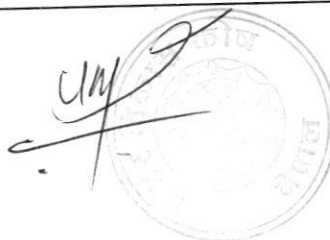


	<p>g. collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.</p> <p>h. contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to the notification of award of contract</p>
33. Blacklisting	<p>33.1 Without prejudice to any other rights of the client under this Contract, the Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant:</p> <p>a) if it is proved that the consultant committed acts pursuant to the Clause 32.2 of the ITC,</p> <p>b) if the consultant fails to sign an agreement pursuant to Clause 30.2 of the ITC,</p> <p>c) if it is proved later that the consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed assignment is not of the specified quality as per the contract,</p> <p>d) if convicted by a court of law in a criminal offence which disqualifies the firm from participating in the contract.</p> <p>e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,</p> <p>f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.</p> <p>33.2 A Consultant declared blacklisted and ineligible by the GoN, Public Procurement Monitoring Office (PPMO) and/or DP Development Partner in case of DP funded project, shall be ineligible to participate or to be awarded a contract during the period of time determined by the GoN, PPMO and/or the DP Development Partner.</p> <p>The list of debarred firms is available at the electronic address specified in the Data Sheet.</p>



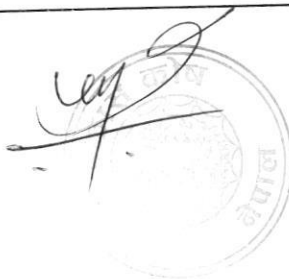
E. Data Sheet

A. General	
ITC Clause Reference	
1(i)	Development Partner (DP) is: NA
1(k) (definitions)	<p>International experts mean experts who are citizens of an eligible country.</p> <p>National experts mean experts who are citizens of Nepal.</p> <p>Nationals who possess the appropriate international experience may be considered for assignments that require international expertise.</p> <p>The international experience that is required for a particular assignment will be defined and described in the pertinent TOR.</p>
2.1	<p>Name of the Client: Town Development Fund, Baneshwor, Kathmandu</p> <p>Method of selection: <u>Quality and Cost Based Method</u></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes</p> <p>[Notes to Client: Client shall request Financial proposal submission at the same time for QCBS]</p> <p>The name of the assignment is: Strengthening Climate Resilience of Agricultural Livelihoods in Agro-ecological Regions in Karnali Province</p>
2.3	A pre-proposal conference will be held: Not Applicable
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to Section 7, TOR</p>
4.1	[If "Unfair Competitive Advantage" applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants]
6.2	Maximum number of partners in JV shall be 3 (three) .
6.3.1	<p>A list of debarred firms and individuals is available at the following website</p> <p><u>[insert appropriate website address: PPMO or DP as applicable]</u></p>



B. Preparation of Proposals

10.1	<p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none">(1) Power of Attorney to sign the Proposal(2) Proof of Legal Status and Eligibility(3) TECH-1(4) TECH-2(5) TECH-3(6) TECH-4(7) TECH-5(8) TECH-6(9) TECH-7 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ul style="list-style-type: none">(1) FIN-1(2) FIN-2(3) FIN-3(4) FIN-4 <p>Proof of legal status establish Consultant's legal capacity to enter into binding and enforceable contracts and may be supported by:</p> <ul style="list-style-type: none">• Certificate of incorporation.
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p>
12.1	<p>Proposals must remain valid for 90days calendar days after the proposal submission deadline.</p>
12.9	<p>Sub-contracting is allowed for the proposed assignment:</p> <p>No</p>
13.1	<p>Clarifications may be requested no later than <u>5</u> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: tdf @tdf.org.np</p>
14.1.1	<p>"Not applicable"</p>
14.1.2	<p>"Not applicable"</p>



14.1.3 for time- based contracts only	"Not applicable"
14.1.4 and 27.2 use for Fixed Budget method	"Not applicable"
16.1	<p>[A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added.]</p> <ol style="list-style-type: none"> (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) other allowances where applicable <p>[insert other relevant type of expenses, if/as applicable]</p> <p>Only for Time-Based Contracts:</p> <p>Provisional sums [insert amount, provide breakdown]</p>
16.2	A price adjustment provision applies to remuneration rates: "Not applicable"
16.3	<p>[Insert the following:</p> <p>"Information on the Consultant's tax obligations in Nepal can be found at the Inland Revenue Department website: www.ird.gov.np."</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, Singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in Nepalese Rupees</p>
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants "shall not" have the option of submitting their Proposals electronically. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The</p>



	submission shall be done by hand.
17.5	The Consultant must submit: (a) Technical Proposal: one (1) original and (b) Financial Proposal: one (1) original.
17.8	The Proposals must be received at the address below no later than: Date: 13 August, 2023 Time: 12:00 Noon The Proposal submission address is: <u>Town Development Fund, Baneshwor, Kathmandu</u> The Proposals must be open at the address below no later than: Date: 13 August, 2023 Time: 2:00 PM The Proposal Opening address is: <u>Town Development Fund, Baneshwor, Kathmandu</u>
19.1	An online option of the opening of the Technical Proposals is offered: No
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals : Confirmation that invitation to submit proposal was not transferred to another party. [State what additional information will be read out and recorded in the opening minutes]
21.1	The evaluation criteria, sub-criteria, and point system for the evaluation are: Points (i) Specific experience of the consultants (as a firm) related to the assignment [20] - General experience of the consultants (10) - Specific experience of the consultants (10) (ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference [30] - Preparation approach (6) - Type of data and collection method (8) - Technique and Implementation of result of data analysis (8) - Presentation of Output (4) - Work plan (4) (iii) Qualifications and Experience of the key staff for the Assignment [40] - Team Leader - Senior Regional Planner (10) - Senior Agroecologist / Agriculture Expert (6)



	<ul style="list-style-type: none"> -Senior Economist/Agri-business Financial Expert(6) - Legal/PPP Expert(6) - Climate Change / Environmental Safeguards Specialist(6) - GIS Expert(6) <p>(iv) Suitability of the transfer of knowledge program or training) [10]</p> <ul style="list-style-type: none"> -Knowledge Transfer training or Schedule -Special Training Package <p>Total Points: 100 The minimum technical score (St) required to pass is 60 Points</p>
23.1	An online option of the opening of the Financial Proposals is offered: No
23.1 and 23.2	The Client will read aloud only overall technical scores.
26.1	Not Applicable
27.1 [a. QCBS only]	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 85 P = 15</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: End of August, 2023 Address: Town Development Fund, Baneshwor, Kathmandu</p>

A handwritten signature in black ink is written over a circular official stamp. The signature appears to be 'Chh' followed by a flourish. The stamp is partially obscured by the signature.

30.4	Expected date for the commencement of the Services: Date: First week of September, 2023
31.1	The Applicant shall furnish a cash amount or a bank guarantee from Commercial Bank or Financial Institution eligible to issue Bank Guarantee as per prevailing Law with an amount of [an amount between 0.25% of the financial proposal] .
33.2	A list of blacklisted firms is available at the PPMO's website http://www.ppmo.gov.np

Special Condition:

- The experts Name, position, email, mobile no, should clearly mention in CV.
- If the Cv of some expert repeated from different firms, TDF will ask to the expert for his confirmation of involved firm.
- The same Cv can be used for different package from the same firm but total man months cannot be more than 4 months.



Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Town Development Fund
Baneshwor, Kathmandu

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be blacklisted by the PPMO.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3 and we have not been punished for an offense relating to the concerned profession or business.
- (d) We meet the eligibility requirements as stated in ITC 6.



- (e) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.4 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
Name of Consultant (company's name or JV's name): _____
In the capacity of: _____

Address: _____
Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}



FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 (Seven) years.

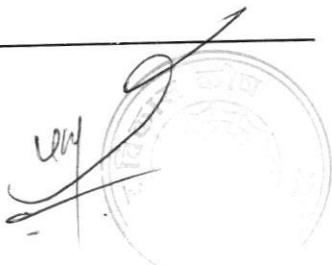
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.



Using the format below, provide information on each assignment for which your Consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Consultant/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services Proposal National level :NRs International Level: (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by Associated Consultants:
Name of Senior Staff and Designation (Project Director/Coordinator, Team Leader etc.) Involved and Functions Performed:		
Narrative Description of Project : (Actual assignment, nature of activities performed and location)		
Description of Actual Services Provided by Your Staff:		

Consultant's Name: _____



A handwritten signature in black ink is written over a circular official stamp. The stamp contains text in a circular border, which is partially obscured by the signature.

FORM TECH-3

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART
STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

A handwritten signature in dark ink is written over a circular official stamp. The stamp contains text in a non-Latin script, likely Bengali, arranged in a circular pattern around a central emblem. The signature is a cursive, flowing line that starts from the left and extends towards the top right, crossing over the stamp.

FORM TECH-4

DESCRIPTION OF THE METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.Please do not repeat/copy the TORs in here.}
- b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents(including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts and relevant technical and administrative support staff.}

A handwritten signature, possibly 'UM', is written over a circular official stamp. The stamp contains some text that is partially obscured by the signature.

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5).....												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												
n													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

[Handwritten signature and circular stamp]

FORM TECH-6
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name, Nationality and DOB	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1		D-2		D-3	D-...			Home	Field
KEY EXPERTS														
International														
K-1	{e.g., Mr. Abbbb, PAK, 15.06.1954}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]							
			[Field]	[0.5 m]	[2.5]		[0]							
K-2	e.g., Mr. Xxyyy, USA, 20.04.1969}													
K-3														
National														
n														
Subtotal														
NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														
n														
Subtotal														
Total														

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. 3 "Home" means work in the office in the expert's place of residence. "Field" work means work carried out in the site.

 Full time input
 Part time input

FORM TECH-7
CURRICULUM VITAE (CV)

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

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

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

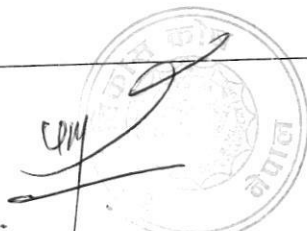
Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	



--	--

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

Certification:

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

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

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

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

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

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

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

(vii) I declare that Corruption Case is not filed against me.

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

[Signature of expert] Date: _____
Day/Month/Year

[Signature of authorized representative of the firm] Date: _____
Day/Month/Year

Full name of authorized representative:



Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration
- FIN-4 Other Expenses, Provisional Sums



Town Development Fund

Financial proposal

Project: Strengthening Climate Resilience of Agricultural Livelihoods in Agro-ecological Regions in Karnali Province

S.N.	Description	Rate/Unit	Man month needed for the project/ Qty	Rate		Amount	Remarks
A.	Professionals			in number	In words		
1.00	Team Leader - Senior Regional Planner	mm	4.00				
2.00	Senior Agroecologist / Agriculture Expert	mm	2.00				
3.00	Senior Economist/Agri-business Financial Expert	mm	2.00				
4.00	Legal/PPP Expert	mm	2.00				
5.00	Climate Change / Environmental Safeguards Specialist	mm	2.00				
6.00	GIS Expert	mm	2.00				
B.	Transportation						
	Bus fare and Air fare	LS					
C.	Stationaries						
	Inception Report	Copy	5.00				
	Feasibility Report	Copy	5.00				
	Draft Detailed Engineering Report	Copy	5.00				
	Detailed Engineering Final Report	Copy	5.00				
D.	Workshop	LS					
	Sub- Total						
	With VAT						
	Total						



FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

To: Town Development Fund
 Baneshwor, Kathmandu

{Location, Date}

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding Value Added Tax (VAT) *Clause 25.2 in the Data Sheet*. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."}

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

We remain,

Yours sincerely,

Authorized Signature {In full}: _____
 Name and Title of Signatory: _____
 In the capacity of: _____
 Address: _____
 E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the currency(ies) expressed. Delete columns which are not used.}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Competitive Components				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				
Sub-Total				
Non-Competitive Components				
Provisional Sums				
Sub-Total				
Total Cost of the Financial Proposal¹				
Value Added Tax (VAT)				

¹ Should match the amount in Form FIN-1.

FORM FIN-3 BREAKDOWN OF REMUNERATION ²

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

No.	Name	Nationality	Currency	Person-month Remuneration Rate (Home)	Time Input in Person/Month (from TECH-6) (Home)	{Currency 1- as in FIN-2}	{Currency 2- as in FIN-2}	{Currency 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Position (as in TECH-6)	Firm		Person-month Remuneration Rate (Field)	Time Input in Person/Month (from TECH-6) (Field)				
KEY EXPERTS (International)³									
1.									
2.									
Sub-Total Costs									
KEY EXPERTS (National)									
1.									
2.									
Sub-Total Costs									
Total Costs: Key Experts (International and National)									
NON-KEY EXPERTS/SUPPORT STAFF									
1.									
2.									
Total Costs: Non-Key Experts/Support Staff									
TOTAL COSTS: KEY AND NON-KEY EXPERTS/SUPPORT STAFF									

² In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

³ As identified in the Summary and Personnel Evaluation Sheet.

**CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES
(EXPANDED FORM TO FIN-3 – QBS)**

(EXPRESSED IN [INSERT NAME OF CURRENCY*])

<i>Personnel</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Yea r</i>	<i>Social Charges 1</i>	<i>Overhea d¹</i>	<i>Subtotal</i>	<i>Profit²</i>	<i>Away from Home Office Allowance</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour 1</i>
<i>Home Office</i>									
<i>Client's Country</i>									

* If more than one currency is used, use additional table(s), one for each currency

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____




FORM FIN-4 BREAKDOWN OF OTHER EXPENSES, PROVISIONAL SUMS AND CONTINGENCY

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

Type of Expenses, Provisional Sums	Quantity	Unit	Currency	Unit Price	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
Reimbursable Expenses								
{e.g., Per diem allowances}	{Day}							
{e.g., International flights}	{RT}							
{e.g., In/out airport transportation}	{Trip}							
{e.g., Communication costs}								
{e.g., reproduction of reports}								
{e.g., Office rent}								
Sub-Total: Reimbursable Expenses								
Provisional Sums								
Item 1								
Item 2								
Sub-Total: Provisional Sums								
Total: Reimbursable Expenses + Provisional Sums								

* Provisional Sums must be expressed in the currency indicated in the data sheet.

Section 5. Eligible Countries

For the purpose of National shortlisting: **"Nepal"**



Section 6. Corrupt and Fraudulent Practices

["Notes to the Client": The following text is for GoN funded assignment and shall not be modified. In case DP funded project use DP's policy on corrupt and fraudulent practices]

It is the GoN's policy to require its implementing agencies, as well as consultants under GoN (or DP) financed contracts, to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoN:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (iv) "obstructive practice" means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the GoN's/DP's inspection and audit rights provided for under Clause GCC 25.2.
- b. will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will cancel the consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the consultant or the Client during the selection process or the execution of that contract;
- d. will blacklist a consultant for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- e. will have the right to require that, a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.



Section 7. Terms of Reference



A handwritten signature in black ink is positioned to the left of a circular official stamp. The stamp features a central emblem and text in Hindi, including 'सर्वोच्च न्यायालय' (Supreme Court) at the top and 'नया दिल्ली' (New Delhi) at the bottom.

नगर विकास कोष



TOWN DEVELOPMENT FUND

Mid Baneshwor, Kathmandu, Nepal

Phone: 977-1-4493866, 4465651, 4464874

Email: tdf@tdf.org.np, Website: www.ydf.org.np

Terms of Reference (ToR)

For

Procurement of Consultancy Services

for

PRE-FEASIBILITY STUDY

“Strengthening Climate Resilience of Agricultural Livelihoods in Agro-ecological Regions in Karnali Province”

July 2023

1. Background:

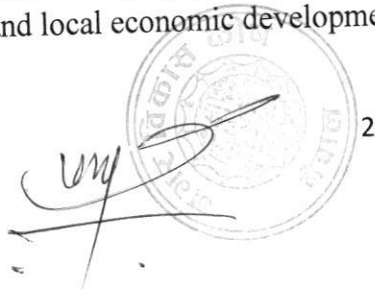
Town Development Fund (TDF), an autonomous entity, functions as a financial intermediary institution to develop urban infrastructures in Nepal. It provides financial support to municipalities and emerging towns to implement social and revenue-generating projects. It also supports to strengthen the technical, managerial, and financial capabilities of municipalities in formulation, implementation, and evaluation of urban development plans and programs.

TDF aims to alleviate economic and social poverty in urban sector through long-term financing in social and revenue-generating infrastructure projects. It aspires to mobilize blended finance alternatives and strives to offer long-term infrastructure finance solutions through its techno-financing experience, innovations, and by continuously upgrading its institutional capacity.

Recently, TDF has received a financial support from the European Union (EU) under the Thematic Programme: Civil Society Organization and Local Authorities (Contract: CSO-LA/2018/402-797) for implementation of 'Municipal Finance and Capacity Building (MFCB) Programme to strengthen local authorities and the TDF to foster local economic development and climate-resilient investment through blended financing. Under the institutional development component of MFCB Programme, TDF intends to hire consultancy for preparing pre-feasibility study of "Strengthening Climate Resilience of Agricultural Livelihoods in Agro-ecological Regions in Karnali Province" for project readiness and accessing climate finance, such as GCF.

Nepal is one of the most vulnerable countries to climate related disasters and the impact of global climate change in infrastructure sector. In the context of the country's vulnerabilities to natural disasters, the government has formulated policy for climate resilient infrastructure planning, as a tool for long term planning. A resilient plan provides the opportunity to explore ways to build partnerships among investors and to devise innovations which make development works sustainable and cost-effective.

The major characteristic of climate-resilient infrastructure is planned, designed, built and operated in a way that anticipates, prepares for, and adapts to changing climate conditions. It can also withstand, respond to, and recover rapidly from disruptions caused by these climate extremes. Efforts to achieve climate resilience can be mutually reinforcing with efforts to increase resilience to natural hazards. Climate resilient infrastructure reduces, not necessarily eliminates in full extent the risk of climate-related disruptions. In recent years, Nepal has been losing a huge amount of resources public infrastructures damages due to landslides and flooding. The rainfall pattern both occurrence and distribution, is highly uncertain and shifted to the higher altitudes resulting extreme weather events. The temperature rise has threatened to infrastructure planners and designers to adopt the different climatic scenarios. In this context, TDF is intends to conduct a pre-feasibility study various sectors to respond climate change mitigation and adaptation under MFCB Programme. Agriculture is sector is one of the prioritized sector by GoN for responding to climate change adaptation, particularly by promoting regenerative agriculture practice for food security, income generation and local economic development.



Nepal is an agricultural country having 66 percent people directly engaged in farming. Farming is subsistent in nature and crop is mostly integrated with livestock (FAO). Nepal is richly endowed with agro-biodiversity. Rice, maize, millet, wheat, barley and buckwheat are the major staple food crops

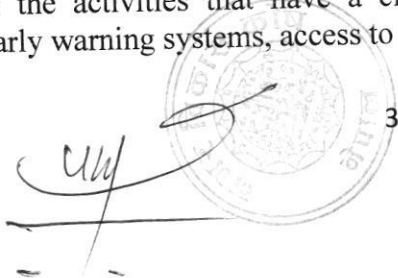
Agriculture has become something of a dirty word for climate activists, and with some justification. It is estimated that agriculture accounts for roughly 23% of greenhouse gas emissions worldwide. That makes it comparable to big industry, transportation and electricity production, which means it significantly contributes to climate change.

Nepalis have to cope with the impact of climate change, for which farmers here were not responsible. This is more critical in the Karnali Province, where local economic dependency in agriculture is greater along with poverty situation. While local regenerative agriculture is rarely discussed at the high table, such an approach may prove to be much more in line with Nepali culture and economy. A home-grown solution that returns political agency and innovation to local people on the ground. Hence, intervention in agroecology is seen as potential solution for local economic development, mitigating and adaptation to climate change added with other co-benefits as a potential solution. Regenerative agriculture has the potential to sequester carbon from the atmosphere and redistribute it to soils where it could have various positive impacts. Unlike many other industries, agriculture has the potential to transition from being a Big Problem to a Big Solution.

The proposed project idea is to support the Provincial Government of Karnali Province to strengthen the resilience to climate change risks of vulnerable smallholder farmers in the Karnali Province's selected Agro-Ecological Regions. These regions are facing increasing risks as a result of climate change, primarily variability of rainfall and increased frequency of droughts, which have direct impacts on the agricultural production in the region. They are also the regions of Nepal which have the highest concentration of poverty incidence and where rain-fed agriculture is predominant. Therefore, the poorest smallholder farmers in these regions are facing devastating impacts on their livelihoods which will further erode development gains. Women are disproportionately affected by these impacts, given their role in ensuring household food production and food/nutritional security, despite their unequal access to land, information and inputs (e.g. improved seeds, fertilizer, tools).

Agriculture and forest is the mainstay of province economy, providing a livelihood for three-fourths of the population and accounting 32.9% of GDP. Industrial activity in the province accounts very low and it shares only 13.8% of GDP, while service sector has a share of 53.3% in provincial GDP.

This project aims to increase the resilience of smallholder farmers in Agro-Ecological Regions in Karnali Province, Nepal in view of climate change and variability. The project will achieve this aim by taking a value chain approach, addressing risks posed across key stages of the value chain – planning, inputs, production and post-production. The very high co-finance ensures that this project will shift public financing on agriculture towards climate resilient agriculture through strong partnership with GCF and other possible sources of leveraging climate finance. GCF funds will only finance the activities that have a clear climate change additionality like climate information and early warning systems, access to water for smallholder farmers and linkages with

 3

rural agricultural markets. The project will make targeted interventions to capitalize on opportunities to strengthen and promote viable climate-resilient value chains relating to smallholder agriculture in the target regions, specifically targeting value chains that are gender sensitive and provide viable economic opportunities for women. This includes three interrelated outputs:

- strengthening capacity of farmers to plan for climate risk;
- strengthening resilient agricultural production and diversification practices (for both food security and income generation); and
- strengthening farmers' access to markets and commercialization of introduced resilient agricultural commodities.

The third output on markets and commercialization is important as it will help to drive the production of resilient agriculture commodities and help to ensure the sustainability of the first two outputs. Capacity-building will be given deliberate emphasis across the various levels, starting from the national to the community level. This will target all the major project outputs and institutions, including extension, Department of Hydrology and Meteorological (DoHM) of Nepal and farmer field schools. The project interventions will have a strong focus on women, given their unique capacities and vulnerabilities.

Within the selected Agro-Ecological Regions in Karnali Province, smallholder farmers in the cluster of rural and urban municipalities (which will be selected based on suitability and willingness to participate) will be directly targeted by the project, specifically including the following 5 districts of Karnali Province: Humla, Mugu, Kalikot, Jumla and Dolpa.

2. Objectives:

The main objective of this study is to assess the pre-feasibility of development, promotion and implementation of "Strengthening Climate Resilience of Agricultural Livelihoods in Agro-ecological Regions in Karnali Province" in PPP modality, targeting small farmers of selected agro-ecological Regions of Karnali Province, for accessing climate finance such as GCF. The proposed pre-feasibility study aims to examine the background, project components, financial, environmental & social, and legal analysis, identification of risks, and implementation model of the project. The consultant needs to evaluate the viability of the project in technical, financial, socio-economic, institutional and environmental along with other relevant aspects of the project development based on field study/ analysis, cost estimate and economical and financial analysis.



4

Present technical, environmental, social, policy assessment of feasible options/ solutions for the probable project, and proposing outcomes and recommendations with the most feasible and sound options related to Eco-tourism or Agro-ecology for climate financing;

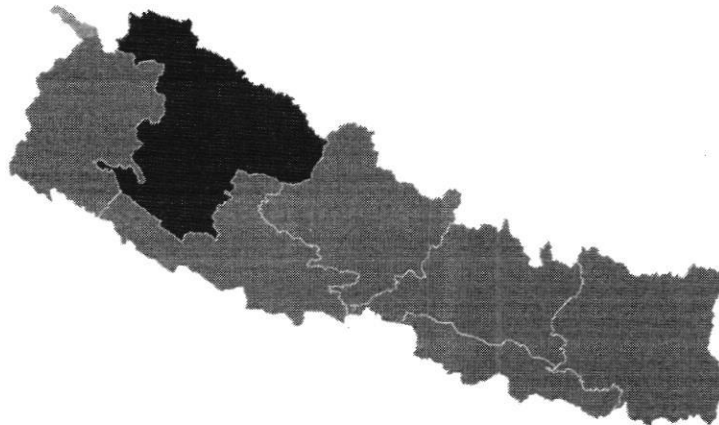
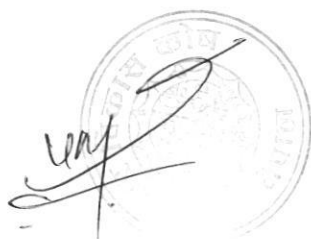


Figure 1: Map of Karnali Province

- May rely on secondary data sources complemented by primary sources (as needed)
- Make use of existing reports for previously implemented/ongoing projects
- Uses proven technologies and solutions with track record to demonstrate the feasibility of proposed technological solutions
- Assesses feasible options using existing/available data, studies, resources



Figure 2: Map of Karnali Province with Local Levels



3. Scope of work:

For the development, promotion and implementation of “Strengthening Climate Resilience of Agricultural Livelihoods in Agro-ecological Regions in Karnali Province” Project, the work to be undertaken under this study will cover, but not limited, to the following major areas:

3.1 Technical:

- i. Study and assess the existing scenario and provide an overview of the project area (demography, existing agriculture practice, regenerative agriculture and agro-ecology for food security, income-generation and sustainability etc.) and its surrounding
- ii. Desk and field review of existing feasibility and prefeasibility study (if any) of different projects (if any).
- iii. Interaction and discussion with stakeholders including but not limited to public and private sector (small farmers), local stakeholders and relevant government authorities and agencies at all levels, etc.
- iv. Carry out field visits and site analysis: Preliminary review of the topography, geology, soils, vegetation, hydrology, meteorology and weather pattern and other natural attributes that impact the potential development activities at the selected agro-ecological region of Karnali Province.
- v. An assessment of the project details which shall include but not limited to the following:
 - a. Developing a Business Case
 - b. Market Assessment and Product Mix (agriculture industry trends, agriculture, regenerative agriculture, local agriculture products, value chain etc.)
 - c. SWOT Analysis: The analysis should assess the potential of the area (agro-ecological) for piloting based on its strengths, weaknesses, opportunities, and threats
 - d. Examination and evaluation of alternatives
 - e. Relevant case studies, both national and international

Assessment of market and competitive landscape: In order to assess whether the agroecology and will be viable, market situation needs to be analyzed from the perspective of demand and supply. The following questions need to be answered fully, early in the process:

- Is there sufficient demand for the services provided by the proposed agro-ecology and regenerative agriculture as a sustainable agriculture practice along with the other facilities such as market etc.
- Are there enough small farmers in the selected agro-ecological regions of Karnali Province who are willing participate in the proposed project in order to ensure its financial and economic viability



6

- Who will be the major competitors? What would be the competitive advantage? Or How can existing facilities or institutions serve as a complement to this project?
- vi. Carry out potential demand analysis in regional context: study, assess and analyze the agro-ecology and regenerative agriculture potential in the context of Asia/ South Asia with an aim to strengthen climate resilience in agriculture livelihood in agro-ecological region in Karnali Province in Public Private Partnership (PPP) modality, focusing small farmers. Hence, it is expected that the consultant shall assess and analyze the parameters but not limited to the following:
- Collect and review of relevant GoN's regulations, policies, development plans, previous study reports, guidelines, policy papers etc.
 - Conduct desk study and field reconnaissance survey, analyze the available data & recommend the further additional study needed with justification.
 - Study and analyze the possibility of developing a project related to strengthening climate resilience of agriculture livelihood in agro-ecological regions in Karnali Province in response to climate change adaptation for accessing climate finance
 - Analysis of the recent trend in agro-ecology and regenerative agriculture practice expanding role of private sector (small farmers) to enhance the efficiency and responding to climate change adaptation and other cross-cutting issues by promoting agro-ecology practice
 - Study and analysis of the current situation and identify the market demand.
 - Based on the stakeholder consultation and market assessment, finalize a facility mix and the size of the project i.e. project components.
 - Identification of all agriculture services to be provided by the proposed agro-ecology for sustainable agriculture livelihood in agro-ecological regions in Karnali Province
 - Estimate the number of small farmers who will be willing to participate along with the area of agriculture land and agriculture production would be required to sustain such a flow to make it economically and financially viable
 - Assessment of existing demographic and agriculture related infrastructures scenario in the project area.
 - Assessment of agriculture practice and production of the target population
 - Market research and analysis (existing private (small farmers), demand and capacity to pay, in the proposed area) and estimate the projection for the next thirty years.
 - Estimate the technical and non-technical personnel required for the promotion and implementation of agroecology project in Karnali Province
- vii. Carry out supply analysis and trend in the markets relevant to the proposed project. Following analysis are expected to be carried out by the consultant:

- Analysis of existing facilities and assessment of existing supply capacity for the proposed services planned and compare it to the level of demand to know whether or not there is sufficient excess demand for the proposed services.
- Analysis of key agriculture issues in the country and in the target market area
- Analysis of alternative mode of agricultural practice used by the population of the country and particularly by the population in the target markets.
- Determination of prices that would be both acceptable and affordable to the targeted population.
- Assessment of projects competitive position in key target markets, i.e., assess competitor's strength and weaknesses as well as anticipated changes, if any.
- Analysis of accessibility of irrigation etc..

It is also important to analyze the expected growth and other supply trends in markets relevant to the proposed project.

- viii. Study, assess and analyze project components: Some of the project components are identified below but the consultants are expected to add more to these components to ensure the technical, economic, and financial viability of the project.
- ix. Identify the total agricultural land required for the project
- x. Consultant shall identify at least six (6) potential agro-ecological regions in the Karnali Province with comparative analysis and recommend the most appropriate 3-4 agro-ecological regions.
- xi. The consultant shall prepare preliminary land use and facility masterplan
- xii. The consultant shall carry out risk assessment of the project and present the risk management plan by first identifying potential risks, analyzing those risks, how are we going to respond to those risks, mitigation measures and monitoring mechanism.
- xiii. Study, assess and analyze operational model of the project to develop the area as an attractive agro-ecological region for local farmers as well as domestic and international tourists. Consultants are expected to assess the following:
 - Human resource requirement and availability (resource gap analysis) for the development, promotion and implementation of the Project.
 - Identify and analysis different operational modalities and provide the most suitable commercially viable modality.
- xiv. Identify and analysis different operation modality and provide the most suitable commercially viable modality. Indicators such as Net Present Value (NPV), Benefit Cost ratio, Return on Equity, FIRR, discounted payback period and Economic Internal Rate of return shall be calculated. Sensitivity analysis shall be applied on important parameters in order to check their impact on economic viability.



3.2 Financial and Economical:

- The consultant shall estimate the capital cost of the project covering all infrastructure, equipment, and operating cost. The revenue from each component shall be estimated.
- Detail financial analysis including itemized cost estimation: The Consultant shall carry out financial analysis of the project. Indicators such as Net Present Value (NPV), Benefit Cost ratio, Return on Equity, FIRR, discounted payback period etc. shall be calculated. Sensitivity analysis shall be applied on important parameters to check their impacts on both financial and economic viability. The analysis needs to be for design period of 30 years (concession period)
- Economic assessment: The consultant shall prepare the necessary inputs for the economic evaluation and shall analyze the economic viability of the project. The study shall carry out the assessment for multiple benefits from the project such as local economic development, employment generation, income generation of small farmers, social upliftment, contribution to GDP etc. along with the calculation of the EIRR.

3.3 Environmental and Climate Relational

The consultant shall develop strong climate rationale for transformational change by adopting regenerative agriculture practice in agro-ecological regions in Karnali Province by promoting strengthened climate resilience of agriculture livelihood in response to climate change adaptation and other associated co-benefits such as gender inclusive, indigenous knowledge with estimated reduction of CO2 emission for climate change mitigation and related adaptation issues.

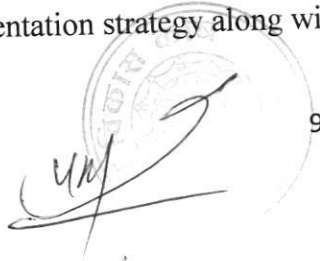
Likewise, preliminary environmental study shall be carried out as per EPA 2076, EPR 2077 and other relevant laws of Nepal. The information provided on this section should act as one of the sources of information for EIA/IEE study later phase.

3.4 Legal and Others

- Legal Analysis in relation to the development, promotion and implementation of the project: Identify and assess the implication of the project for the following:
- Act, laws, regulations related to agriculture and regenerative agriculture practice
- Relevant government policies

3.5 Development Modality and Implementation Plan:

- Investigate, analyze, and recommend all the possible ways/methods, and strategies to make this project viable and attractive for private sector (focusing small farmers) to develop, promote and implement under specified PPP modality.
- To develop and assess the scheduled implementation plan for the project and develop a phasing implementation strategy along with an assessment of an operational modality.

A handwritten signature in black ink is written over a circular official stamp. The stamp contains some text, but it is mostly illegible due to the signature and the quality of the scan. The signature appears to be 'U.N.' followed by a large flourish.

4. Deliverables:

4.1 Inception Report:

The Inception Report should provide clear information on the work plan, parallel tasks and allocation of personnel/resources and is expected to cover the following (without being limited to):

- Review of overall tasks and the list of documents identified.
- Outlining of a work plan defining project sub-tasks under the tasks, methodology, timeline, dedicated resources; with human resources and planned field visits.
- Identification of relevant stakeholder lists (to be established in agreement with the Client) and outline an engagement strategy (including communication and information dissemination) during the various tasks.
- Literature Review including available reports, national/provincial and local plan of the area, and any other relevant document.
- Review of general topography /geology, meteorology of the area along with inventory of existing topography.

4.2 DRAFT REPORT:

The draft report must cover all the aspects as mentioned in the scope of work and must be in line with the final report format.



1	EXECUTIVE SUMMARY	<ul style="list-style-type: none"> Overall Summary
2	SALIENT FEATURES OF THE PROJECT	<ul style="list-style-type: none"> Project Location Project Features Technical Component Development Modality Indicative Financials
3	INTRODUCTION	<ul style="list-style-type: none"> About agroecology, regenerative agriculture and ecotourism Profile of Karnali Province Climate, altitudes and geography Biodiversity: natural resources, vegetation, herbs, forest types, flora, fauna, endangered animals Expected project outcomes
4	EXISTING CONTEXT	<ul style="list-style-type: none"> Existing facilities: Road and linkages to the National Strategic and Feeder Roads, water, irrigation, etc. Touristic attractions classified by types: historical, natural, etc. and their mapping Agricultural, herbs products classified by types Farming methods/ indigenous agriculture knowledge/techniques being used Socio cultural and economic condition study including up to date statistics with reference to reliable sources Sources of income and livelihood Legal and Institutional Provisions : review all acts and policies governing the tourism sector as well those ensuring environmental protection and biodiversity preservation
5	INITIAL ASSESSMENT	<ul style="list-style-type: none"> Identification of potential Sources of income from eco-tourism and agro ecology: treks, guest house, lodge, agri-products, herbs etc. GIS Mapping of sites: by destination, agri-products, etc Identify Type of projects suitable for agro-ecology Potential target groups for training and funding Identification of sites to assess the potential for agro-ecology and ecotourism Sample Parameters for Pre-feasibility Assessment of Sites (Indicative only) Mention evaluation technique (statistical, analytical, etc.) Evaluation and results Ranking of sites with potential projects
6	CASE STUDIES (of 10 projects based on ranking)	<p>I. Define project components</p> <ul style="list-style-type: none"> Eco-friendly Physical Infrastructure component: plantations, establishment of micro-hydro projects, river flood prevention, trail development and maintenance, bridge construction and repairs, community toilets, and drinking water schemes, eco

		<p>toilets, solar heaters, indigenous tree planning, protected cliff faces, etc</p> <ul style="list-style-type: none"> • Community development component: includes different trainings: tour guide training, hotel management training, vegetable production training, leadership training, Sustainable harvest of forest products from defined zones, school education support and exposure tours • Marketing • Add more components (as per relevance) <p>II. Institutional and Financing model and planning:</p> <p>Institutional:</p> <ul style="list-style-type: none"> • Ownership and Stakeholders: Community Enterprise Development Center, Forest groups, women groups, private parties, Youth Club and Cultural Committee • Role of local government • Rules and regulations, organizational structure, election <p>Financial:</p> <ul style="list-style-type: none"> • Source of Income and Revenue Distribution • Household Investments and Returns (from community) • Benefit sharing between community and private parties • What percent of the payment goes directly to the community? • Breakdown of wages, food, material costs, and taxes, Percentage of the remaining profit will be kept for reinvestment and depreciation, establishment of fund. <p>III. Develop tentative Action plan of projects with rough timeline</p> <p>IV. Possible Benefits/ Outcomes, Impact and risks (quantifiable):</p> <ul style="list-style-type: none"> • Modal Shift from Viable alternative to unsustainable and traditional practices • Generation of income for the community, etc <p>V. Environmental, economic and social assessments</p> <ul style="list-style-type: none"> • Climate change risks, impacts, and vulnerability analysis at regional and local level and location of the project. • Reduction in tons of CO2 per household and fuel wood consumption • Fuel cost saved, compare with electricity cost • Paradigm shift from unsustainable traditional methods to modern commercial, efficient and climate friendly ones • Indigenous and vulnerable group, women's inclusion and empowerment, stopping poaching activities/ deforestation, etc <p>VI. Economic and/or financial viability</p>
--	--	---

		<ul style="list-style-type: none"> • Initial costs • Incentives • Revenue generation forecast • Analysis <p>VII. Risks and Mitigation (preliminary SWOT analysis to assist further feasibility/ Detail/ DPR study and project implementation)</p> <p>VIII. Recommendations (for feasibility and DPR study) From related practices in countries similar to Nepalese context, Solutions, technologies</p>
7	PROJECT IMPLEMENTATION MODALITY	<ul style="list-style-type: none"> • Institutional Framework • Responsibility of Private Sector • Responsibility of Public Sector
8	FINANCIAL ANALYSIS AND ECONOMIC ASSESSMENT	<ul style="list-style-type: none"> • Estimated Project Cost • Identification of the various cost component of the project. • Analysis of the various revenue components of the project. • Pre-Feasibility Approaches & Assumptions • Financial Analysis Overview • Basic Financial Results (IRR, NPV, PBP, DSCR, B/C Ratio etc.) • Sensitivity Analysis • Potential job creation (Direct and Indirect) • Calculation of EIRR • Assumption of financial and economic analysis • Financial analysis with and without project • Qualitative Value for Money Analysis
9	PRELIMINARY ENVIRONMENTAL IMPACT ASSESSMENT AND CLIMATE RATIONAL	<ul style="list-style-type: none"> • Strong Climate Rational with estimation on reduced CO2 and GHG emission for mitigation and other adaptation • Initial environmental assessment
10	RISK ANALYSIS	<ul style="list-style-type: none"> • Project Risk Matrix <ul style="list-style-type: none"> ○ Financial, Business (Sector) Risk, Operating Risk, State Risk • Sensitivity Analysis <ul style="list-style-type: none"> ○ Investment, Revenue, Operation

11	CONCLUSIONS AND RECOMMENDATI ON	<ul style="list-style-type: none"> • Summary of Key Issues • Conclusions • Recommendations
12	ANNEXES	<ul style="list-style-type: none"> • Master Plan • Planned Components • Project Concept Note in GCF Concept Note Template • And others as required

Note: A half a day workshop needs to be organized after submitting the draft pre feasibility report to get feedback and comments.

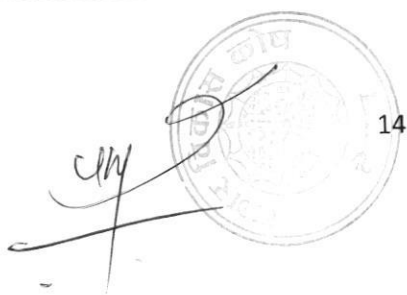
4.3 FINAL REPORT (PRE-FEASIBILITY)

The final report must include all the suggestions and feedbacks on all the draft reports and need to have the following components in its report as a minimum in addition to Project Concept Note in prescribed GCF Concept Note Template.

5. Project timelines and Execution Plan

The overall assignment report period will be for **4 months** beginning from the award of the consultancy to the selected Consultant after the completion of the Request for Proposal Process. In the assigned time frame, the consultant should conduct field visit, desk Study (including Primary research and Secondary data from government sources) and data collection from other relevant public and private sectors must be discussed with TDF, National Planning Commission (NPC), Ministry of Agriculture and Livestock Development (MoALD), Department of Agriculture (DoA), Department of Hydrology and Meteorology (DoHM), Ministry of Forest and Environment (MoFE), Department of Environment (DoE), Office of Investment Board Nepal (OIBN), Provincial Government-Karnali Province and other relevant local level rural and urban municipalities located in the Karnali Province, IUCN, ICIMOD and other relevant authorities & agencies after the agreement is signed.

S.N.	Milestone	Timeline
------	-----------	----------



1	Inception Report	Must be submitted within Fourteen Days (14 days) after signing the contract (award date).
2	Comments on Inception Report	Authority to provide comments within Seven Days (7 days) after submission of Inception Report. (Including presentation by the consultant, Evaluation Team Review)
2	Revised Inception Report	After incorporating comments, revised inception report should be submitted within Thirty Days (30 Days) from the award date.
3	Draft Pre-Feasibility Report	Must be submitted within three months (3 months) signing the contract (award date).
4	Comments on Draft Pre-Feasibility Report	Authority to provide comments within 2 weeks after submission of Draft Report. (Including presentation by the consultant, Evaluation Review)
5	Final Pre-Feasibility Report	Must be submitted within four Months (4 months) beginning from the award date. The Final report must incorporate comments and feedback received from key stakeholders such as TDF and other relevant agencies.

***Note:** After submission of the revised inception report, a monthly progress report needs to be submitted to TDF until Final Pre-Feasibility Report is submitted. Presentation of the Inception Report, draft pre-feasibility report shall be made after submitting the relevant document at TDF on a date proposed by TDF.*

6. Report Submissions

The Reports shall be submitted along with soft copy of design, drawings including copy of Auto-CAD, Cost Estimate, Financial Analysis and Economic Analysis with project development plans. The number of reports (Hard Copies) to be submitted are as follows:

S.N.	Report	Number of Copies
------	--------	------------------



 15

1	Inception Report	5
2	Revised Inception Report	5
3	Draft Pre-Feasibility Report	5
4	Final Pre-Feasibility Report	5

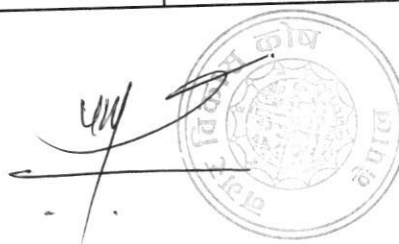
7. Formation of Evaluation Team

TDF will form an evaluation team comprising key stakeholders and all relevant agencies and experts to evaluate and give comments and feedback to consultants.

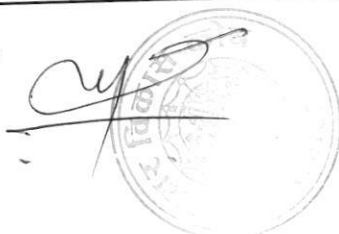
8. Human Resource requirement:

The qualifications of the core team members shall be as follows:

S. N.	Position of key Professionals	Indicative Man-Months	Education/Experience required	Responsibilities
1	Team Leader - Senior Regional Planner	4	<ul style="list-style-type: none"> Master's Degree in Regional Planning, Geography with specialization in regenerative agriculture from a recognized university; More than 15 years' work experience after master's degree and worked for the planning (feasibility stage) of agriculture projects; Knowledge of working with local authorities and other government authorities. 	<ul style="list-style-type: none"> Responsible for overall project management. Possess experience of at least 15 years and working for the planning (feasibility stage) of agriculture, agroecology projects. He/She will work closely with key professionals of the study team throughout the project. The Task Team leader should have worked on at least one (1) comparable completed agriculture project. Overall coordination, and lead the entire team of consultants in performing their responsibilities/ inputs to complete the task on time;



				<ul style="list-style-type: none"> ▪ Review of relevant acts, policies, guidelines and directives related the assignment; ▪ Supervise team members and monitor their performance to ensure the quality of design works; ▪ Prepare detailed project design and financing modality of the proposed project; ▪ Manage and conduct presentation as and when required;
2	Senior Agroecologist / Agriculture Expert	2	<ul style="list-style-type: none"> ▪ Master's Degree in Natural Resources or Agroecology with specialization in regenerative agriculture from a recognized university; ▪ More than 10 years' work experience after master's degree and 	<ul style="list-style-type: none"> ▪ Shall possess experience of at least 10 years and working for similar projects including planning and designing of regenerative agriculture in hilly areas. The expert should have worked on (2) comparable completed projects. ▪ To identify and analyze the climate induced risks of agriculture sector; ▪ Analyze the project and its impact on the forest, bio-diversity and agriculture sector of the proposed site; and ▪ Support team by analyzing climate-resilient parameters in planning and design of the proposed project.
3	Senior Economist/Agri-business Financial Expert	2	<ul style="list-style-type: none"> ▪ Master's Degree in Economics or any other relevant field with specialization in agriculture economics ▪ Having at least 10 years of experience 	<ul style="list-style-type: none"> ▪ Shall have 10 years of experience in demand projection and economic appraisal of agriculture projects, developing regenerative agri-products and demand forecasts, and complex models for business planning. The expert should



				<p>have worked on (2) comparable completed projects.</p> <ul style="list-style-type: none"> ▪ Shall serve as an Economist / financial expert for the duration specified for this role and carry out necessary task identified in the ToR including financial/economic data collection, relevant analysis, report writing including developing a financial model etc.
4	Legal/PPP Expert	2	<ul style="list-style-type: none"> ▪ Master's Degree in Engineering, Law or any other relevant field with specialization in PPP ▪ Having at least 10 years of experience in PPP projects 	<ul style="list-style-type: none"> ▪ He/She must have 10 years of experience in developing and executing transport PPPs projects, preferably for agriculture projects, and developing complex financial models for agriculture sector. The expert should have worked on (2) comparable completed projects. ▪ Shall serve as a legal expert for the duration specified for this role and carry out necessary task identified in the TOR including assessment of the current rules, regulations, policies, identification of the most suitable commercially viable operational modality etc. in relation to the project.
5	Climate Change / Environmental Safeguards Specialist:	2	<ul style="list-style-type: none"> ▪ Master's degree in Environment Engineering or Science or any other relevant field ▪ Having at least 10 years of experience in agriculture projects 	<ul style="list-style-type: none"> ▪ At least Ten (10) years of experience in environmental management and monitoring, out of which at least ten (6) years in agriculture projects in hilly areas of Nepal, ▪ Responsible for development of strong climate rationale of the proposed project with estimated benefit in terms of

				mitigation and adaptation of respond climate change for paradigm shift in agriculture practice <ul style="list-style-type: none"> S/he will oversee all environmental safeguards related activities of the pre-feasibility study.
6	GIS Expert	2	<ul style="list-style-type: none"> Master in geo-informatics from a recognized university; More than 5 years of relevant work experience; Work experience in agriculture, forest and ecotourism projects will be an added asset 	<ul style="list-style-type: none"> Prepare and analyze cadastral and GIS base digital data; Conduct suitability analysis in GIS for identifying the agro-ecological regions in Karnali Province (project location) Support Team Leader/ to perform his/her responsibilities; Work in close coordination with other professionals

9. Logistic Arrangements:

All the logistic arrangement in relation to this study shall be arranged by the consultants themselves without extra cost to the TDF.

10.Role of TDF:

TDF shall provide the necessary support in terms of providing the meeting halls for presentations, or discussions with the TDF officials. Similarly, TDF shall assist the consultants for facilitation with the government agencies including provincial and local governments.

11. Mode of Payment:

S. No	Payment Milestone	Amount to be paid
1	After approval of the Inception Report	20% of the total contract amount

2	After the approval of the Draft Pre-Feasibility Report	50% of the total contract amount
3	After the approval of Final Pre-Feasibility Report	30% of the total contract amount

12. Taxation:

The consultancy firm is fully responsible for all taxes imposed by the relevant laws of GoN.

13. Confidentiality:

The consultancy firm shall not disclose the information collected in this assignment during the term of this assignment and thereafter to anyone who is not authorized by TDF.

14. TDF's Right to the PFS Document:

Once the Consultant completes the PFS work and all related materials, including but not limited to, any intellectual property, design, technology that may form part or all the PFS content, shall become the property of TDF.

Consultant will not incorporate anything that would restrict the right of TDF or the GoN to modify, further develop or otherwise use the materials in any way TDF or GoN may deem necessary. In addition, the Consultant will warrant that the provision of the Services and Deliverables will not infringe on any third-party intellectual property rights.



Concept Note

Project/Programme Title: _____

Country(ies): _____

National Designated
Authority(ies) (NDA): _____

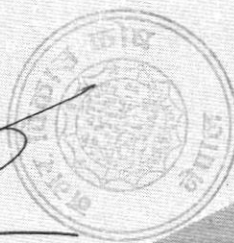
Accredited Entity(ies) (AE): _____

Date of first submission/
version number: YYYY-MM-DD [V.0]

Date of current submission/
version number: YYYY-MM-DD [V.0]



**GREEN
CLIMATE
FUND**



Please submit the completed form to fundingproposal@gcfund.org,
using the following name convention in the subject line and file name:
"CN-[Accredited Entity or Country]-YYYYMMDD"



Notes

- The maximum number of pages should **not exceed 12 pages**, excluding annexes. Proposals exceeding the prescribed length will not be assessed within the indicative service standard time of 30 days.
- As per the Information Disclosure Policy, the concept note, and additional documents provided to the Secretariat can be disclosed unless marked by the Accredited Entity(ies) (or NDAs) as confidential.
- The relevant National Designated Authority(ies) will be informed by the Secretariat of the concept note upon receipt.
- NDA can also submit the concept note directly with or without an identified accredited entity at this stage. In this case, they can leave blank the section related to the accredited entity. The Secretariat will inform the accredited entity(ies) nominated by the NDA, if any.
- Accredited Entities and/or NDAs are encouraged to submit a Concept Note before making a request for project preparation support from the Project Preparation Facility (PPF).
- Further information on GCF concept note preparation can be found on GCF website [Funding Projects Fine Print](#).



A. Project/Programme Summary (max. 1 page)			
A.1. Project or programme	<input type="checkbox"/> Project <input type="checkbox"/> Programme	A.2. Public or private sector	<input type="checkbox"/> Public sector <input type="checkbox"/> Private sector
A.3. Is the CN submitted in response to an RFP?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, specify the RFP: _____	A.4. Confidentiality ¹	<input type="checkbox"/> Confidential <input type="checkbox"/> Not confidential
A.5. Indicate the result areas for the project/programme	<p><u>Mitigation</u>: Reduced emissions from:</p> <input type="checkbox"/> Energy access and power generation <input type="checkbox"/> Low emission transport <input type="checkbox"/> Buildings, cities and industries and appliances <input type="checkbox"/> Forestry and land use <p><u>Adaptation</u>: Increased resilience of:</p> <input type="checkbox"/> Most vulnerable people and communities <input type="checkbox"/> Health and well-being, and food and water security <input type="checkbox"/> Infrastructure and built environment <input type="checkbox"/> Ecosystem and ecosystem services		
A.6. Estimated mitigation impact (tCO ₂ eq over lifespan)		A.7. Estimated adaptation impact (number of direct beneficiaries and % of population)	
A.8. Indicative total project cost (GCF + co-finance)	Amount: USD _____	A.9. Indicative GCF funding requested	Amount: USD _____
A.10. Mark the type of financial instrument requested for the GCF funding	<input type="checkbox"/> Grant <input type="checkbox"/> Reimbursable grant <input type="checkbox"/> Guarantees <input type="checkbox"/> Equity <input type="checkbox"/> Subordinated loan <input type="checkbox"/> Senior Loan <input type="checkbox"/> Other: specify _____		
A.11. Estimated duration of project/ programme:	a) disbursement period: b) repayment period, if applicable:	A.12. Estimated project/ Programme lifespan	This refers to the total period over which the investment is effective.
A.13. Is funding from the Project Preparation Facility requested? ²	Yes <input type="checkbox"/> No <input type="checkbox"/> Other support received <input type="checkbox"/> If so, by who: _____	A.14. ESS category ³	<input type="checkbox"/> A or I-1 <input type="checkbox"/> B or I-2 <input type="checkbox"/> C or I-3
A.15. Is the CN aligned with your accreditation standard?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A.16. Has the CN been shared with the NDA?	Yes <input type="checkbox"/> No <input type="checkbox"/>
A.17. AMA signed (if submitted by AE)	Yes <input type="checkbox"/> No <input type="checkbox"/> If no, specify the status of AMA negotiations and expected date of signing: _____	A.18. Is the CN included in the Entity Work Programme?	Yes <input type="checkbox"/> No <input type="checkbox"/>
A.19. Project/Programme rationale, objectives and approach of programme/project (max 100 words)	Brief summary of the problem statement and climate rationale, objective and selected implementation approach, including the executing entity(ies) and other implementing partners.		

¹ Concept notes (or sections of) not marked as confidential may be published in accordance with the Information Disclosure Policy (Decision B.12/35) and the Review of the Initial Proposal Approval Process (Decision B.17/18).

² See [here](#) for access to project preparation support request template and guidelines

³ Refer to the Fund's environmental and social safeguards (Decision B.07/02)



B. Project/Programme Information (max. 8 pages)

B.1. Context and baseline (max. 2 pages)

Describe the climate vulnerabilities and impacts, GHG emissions profile, and mitigation and adaptation needs that the prospective intervention is envisaged to address.

Please indicate how the project fits in with the country's national priorities and its full ownership of the concept. Is the project/programme directly contributing to the country's INDC/NDC or national climate strategies or other plans such as NAMAs, NAPs or equivalent? If so, please describe which priorities identified in these documents the proposed project is aiming to address and/or improve.

Describe the main root causes and barriers (social, gender, fiscal, regulatory, technological, financial, ecological, institutional, etc.) that need to be addressed.

Where relevant, and particularly for private sector project/programme, please describe the key characteristics and dynamics of the sector or market in which the project/programme will operate.

B.2. Project/Programme description (max. 3 pages)

Describe the expected set of components/outputs and subcomponents/activities to address the above barriers identified that will lead to the expected outcomes.

In terms of rationale, please describe the theory of change and provide information on how it serves to shift the development pathway toward a more low-emissions and/or climate resilient direction, in line with the Fund's goals and objectives.

Describe how activities in the proposal are consistent with national regulatory and legal framework, if applicable.

Describe in what way the Accredited Entity(ies) is well placed to undertake the planned activities and what will be the implementation arrangements with the executing entity(ies) and implementing partners.

Please provide a brief overview of the key financial and operational risks and any mitigation measures identified at this stage.

B.3. Expected project results aligned with the GCF investment criteria (max. 3 pages)

The GCF is directed to make a significant and ambitious contribution to the global efforts towards attaining the goals set by the international community to combat climate change, and promoting the paradigm shift towards low-emission and climate-resilient development pathways by limiting or reducing greenhouse gas emissions and adapting to the impacts of climate change.

Provide an estimate of the expected impacts aligned with the GCF investment criteria: impact potential, paradigm shift, sustainable development, needs of recipients, country ownership, and efficiency and effectiveness.

B.4. Engagement among the NDA, AE, and/or other relevant stakeholders in the country (max ½ page)

Please describe how engagement among the NDA, AE and/or other relevant stakeholders in the country has taken place and what further engagement will be undertaken as the concept is developed into a funding proposal.

C. Indicative Financing/Cost Information (max. 3 pages)

C.1. Financing by components (max ½ page)

Please provide an estimate of the total cost per component/output and disaggregate by source of financing.

Component/Output	Indicative cost (USD)	GCF financing		Co-financing		
		Amount (USD)	Financial Instrument	Amount (USD)	Financial Instrument	Name of Institutions
Indicative total cost (USD)						

[Handwritten signature and circular stamp]

For private sector proposal, provide an overview (diagram) of the proposed financing structure.

C.2. Justification of GCF funding request (max. 1 page)

Explain why the Project/ Programme requires GCF funding, i.e. explaining why this is not financed by the public and/ or private sector(s) of the country.

Describe alternative funding options for the same activities being proposed in the Concept Note, including an analysis of the barriers for the potential beneficiaries to access to finance and the constraints of public and private sources of funding.

Justify the rationale and level of concessionality of the GCF financial instrument(s) as well as how this will be passed on to the end-users and beneficiaries. Justify why this is the minimum required to make the investment viable and most efficient considering the incremental cost or risk premium of the Project/ Programme (refer to Decisions B.12/17; B.10/03; and B.09/04 for more details). The justification for grants and reimbursable grants is mandatory.

In the case of private sector proposal, concessional terms should be minimized and justified as per the Guiding principles applicable to the private sector operations (Decision B.05/07).

C.3. Sustainability and replicability of the project (exit strategy) (max. 1 page)

Please explain how the project/programme sustainability will be ensured in the long run and how this will be monitored, after the project/programme is implemented with support from the GCF and other sources.

For non-grant instruments, explain how the capital invested will be repaid and over what duration of time.

D. Supporting documents submitted (OPTIONAL)

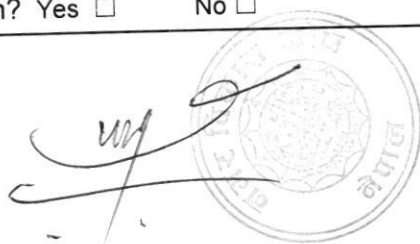
- ☐ Map indicating the location of the project/programme
- ☐ Diagram of the theory of change
- ☐ Economic and financial model with key assumptions and potential stressed scenarios
- ☐ Pre-feasibility study
- ☐ Evaluation report of previous project
- ☐ Results of environmental and social risk screening

Self-awareness check boxes

Are you aware that the full Funding Proposal and Annexes will require these documents? Yes ☐ No ☐

- Feasibility Study
- Environmental and social impact assessment or environmental and social management framework
- Stakeholder consultations at national and project level implementation including with indigenous people if relevant
- Gender assessment and action plan
- Operations and maintenance plan if relevant
- Loan or grant operation manual as appropriate
- Co-financing commitment letters

Are you aware that a funding proposal from an accredited entity without a signed AMA will be reviewed but not sent to the Board for consideration? Yes ☐ No ☐



PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes standard Contract forms for Consulting Services (a Lump-Sum Contract).

A handwritten signature in black ink is written over a circular official stamp. The signature is stylized and appears to be in Devanagari script. The stamp is also circular and contains text in Devanagari script, likely indicating an official seal or approval.

STANDARD FORM OF CONTRACT

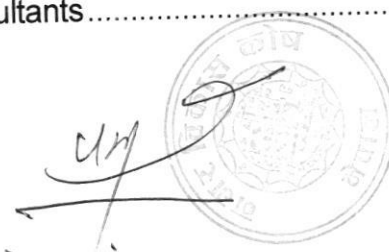
Consultant's Services

LUMP-SUM FORM OF CONTRACT

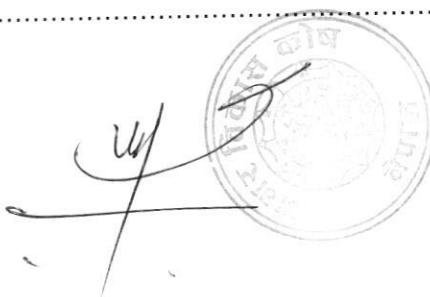


Contents

PART II.....	25
Section 8. Conditions of Contract and Contract Forms.....	25
Preface	30
I. Form of Contract	32
II. General Conditions of Contract	35
A. GENERAL PROVISIONS	35
1. Definitions.....	35
2. Relationship between the Parties.....	36
3. Law Governing Contract	36
4. Language	36
5. Headings	37
6. Communications	37
7. Location.....	37
8. Authority of Member in Charge	37
9. Authorized Representatives	37
10. Corrupt and Fraudulent Practices	37
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	37
11. Effectiveness of Contract	37
12. Termination of Contract for Failure to Become Effective.....	38
13. Commencement of Services.....	38
14. Expiration of Contract.....	38
15. Entire Agreement	38
16. Modifications or Variations	38
17. Force Majeure	38
18. Suspension	40
19. Termination	40
C. OBLIGATIONS OF THE CONSULTANT	42
20. General	42
21. Conflict of Interests.....	43
22. Conduct of Consultants.....	44



23. Confidentiality	44
24. Liability of the Consultant.....	44
25. Insurance to be Taken out by the Consultant.....	44
26. Accounting, Inspection and Auditing.....	45
27. Reporting Obligations	45
28. Proprietary Rights of the Client in Reports and Records	45
29. Equipment, Vehicles and Materials	46
D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS	46
30. Description of Key Experts	46
31. Replacement of Key Experts	46
32. Removal of Experts or Sub-consultants	46
E. OBLIGATIONS OF THE CLIENT	47
33. Assistance and Exemptions	47
34. Access to Project Site.....	47
35. Change in the Applicable Law Related to Taxes and Duties.....	48
36. Services, Facilities and Property of the Client	48
37. Counterpart Personnel	48
38. Payment Obligation	48
F. PAYMENTS TO THE CONSULTANT	49
39. Contract Price	49
40. Taxes and Duties.....	49
41. Currency of Payment.....	49
42. Mode of Billing and Payment.....	49
43. Retention	50
44. Interest on Delayed Payments	50
45. Liquidated Damages.....	50
G. FAIRNESS AND GOOD FAITH.....	50
46. Good Faith	50
H. SETTLEMENT OF DISPUTES	51
47. Amicable Settlement.....	51
48. Dispute Resolution.....	51
I. BLACKLISTING	51



	49. Blacklisting	51
III.	Special Conditions of Contract.....	52
IV.	Appendices	58
	Appendix A – Terms of Reference	58
	Appendix B - Key Experts	58
	Appendix C – Breakdown of Contract Price	58
	Appendix D - Form of Advance Payments Guarantee	2
	Appendix E – Medical Certificate	4
	Appendix F –Minutes of Negotiation Meetings	5

A handwritten signature in black ink is written over a circular official stamp. The stamp contains text in Bengali script, including 'স্বাক্ষর' (Signature) and 'মোহর' (Seal), and a central emblem.

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not overwrite or otherwise contradict, the General Conditions.

A handwritten signature in black ink is written over a circular stamp. The stamp contains text in a circular border, likely a seal of an official or organization, though the text is not clearly legible.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

**Project Name: Strengthening Climate Resilience of Agricultural Livelihoods in
Agro-ecological Regions in Karnali Province**

Contract No. _____

between

Town Development Fund

and

[Name of the Consultant]

Dated: _____

A handwritten signature in black ink is written over a circular official stamp. The stamp contains text in Nepali and English, including 'KARNALI PROVINCE' and 'TOWN DEVELOPMENT FUND'. The signature is a stylized, cursive script.

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[**Note:** If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract; namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [or has applied for] a loan [or grant or financing] from the Donor Agency: toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/grant/financing] to eligible payments under this Contract, it being understood that (i) payments by the Donor will be made only at the request of the Client and upon approval by the Donor; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/grant/financing] agreement, including prohibitions of withdrawal from the [loan/grant/financing] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Donor, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/grant/financing] agreement or have any claim to the [loan/grant/financing] proceeds;

[Note: Include Clause (c) only in case of donor-funded projects.]

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;

A handwritten signature in dark ink is written over a circular official stamp. The stamp contains text in a circular border, which is partially obscured by the signature. The signature appears to be a stylized 'L' followed by a flourish.

- (c) Appendices: : **[Note: If any of these Appendices are not used, the words "Not Used" should be inserted next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]**

Appendix A: Terms of Reference
Appendix B: Key Experts
Appendix C: Breakdown of Contract Price
Appendix D: Form of Advance Payments Guarantee [Use only for donor-funded project only. Specify "Not Applicable" for GoN funded projects]
Appendix E: Medical Certificate
Appendix F: Minutes of Negotiation Meetings

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E and Appendix F.

Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[Note: If the Consultants consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner].

For and on behalf of each of the members of the Consultant

[Name of member]

[Signature]



[Authorized Representative]

[Name of member]

[Authorized Representative]

[add signature blocks for each member]

A handwritten signature in black ink is written over a circular official stamp. The stamp features a central emblem and text in a non-Latin script, likely Thai, around the perimeter. The signature is a stylized, cursive mark.

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Guidelines" means the policies of the Development Partner (DP) governing the selection and Contract award process, in case of DP funded project.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in Nepal as they may be issued and in force from time to time.
- (c) "Borrower [*or Recipient or Beneficiary*]" means the Government, Government agency or other entity that signs the financing [*or loan/grant/project*] agreement with the Development Partner.
- (d) "Client" means [*procuring entity/the implementing/ executing*] agency that signs the Contract for the Services with the Selected Consultant.
- (e) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) "Day" means a working day unless indicated otherwise.
- (h) "Development Partner (DP)" means the country/institution funding the project **as specified in the SCC**.
- (i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) "Foreign Currency" means any currency other than the currency of the Client's country.
- (l) "GCC" means these General Conditions of Contract.

- (m) "Government" means the government of Nepal (GoN).
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of Nepal (NPR).
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Nepal.

4. Language

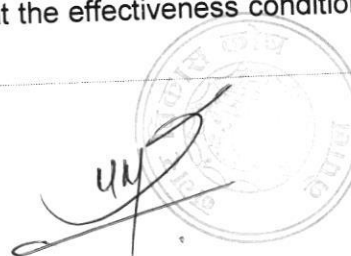
4.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.



- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1 The GoN/DP requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in

A handwritten signature in dark ink is written over a circular official stamp. The stamp contains text in a circular border, which is partially obscured by the signature. The signature appears to be a stylized name or set of initials.

the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as **specified in the SCC** or such other time period as the Parties may agree in writing.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

A handwritten signature in black ink is written over a circular official stamp. The stamp contains text in a non-Latin script, likely Thai, and a central emblem. The signature is a stylized, cursive mark.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

17.6. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.7. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

d. Extension of Time (EoT)

17.8. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.9. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.10. The Consultant shall submit an application to the Client for extension of time, stating the causes for delay with supporting evidence within 7 days before the expiry of the Contract completion date. The approval of EoT shall be subject to verification by the Client whether:

- (a) the consultant had made the best possible efforts to complete the work in due time,



- (b) the facilities to be provided by the Client as per the contract to the Consultant was made in time or not,
- (c) the delay was as a result of Force Majeure or not.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19. 1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); and at least sixty (60) calendar days' written notice in case of the event referred to in (e):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 48.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to furnish the professional liability insurance within 30 days from the date of signing of the contract agreement.

A handwritten signature in dark ink is written over a circular official stamp. The stamp contains some text and a central emblem, but the details are partially obscured by the signature and the line of the page number.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fifteen (15) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

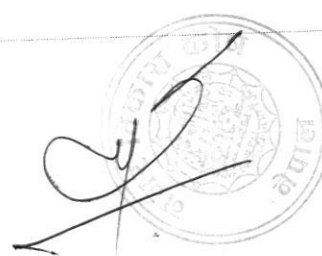
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 48.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 48.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 23, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 26, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively,

A handwritten signature in black ink is written over a circular official stamp. The stamp contains text in a circular border, which is partially obscured by the signature. The signature appears to be a stylized name or set of initials.

by Clauses GCC 28 or GCC 29.

**e. Payment
upon
Termination**

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

**a. Standard of
Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, Client's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the



Charter of the United Nations, the Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 45) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines as per the prevailing Public Procurement Act and Regulations of the GoN(or of the Donors/funding agencies) and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

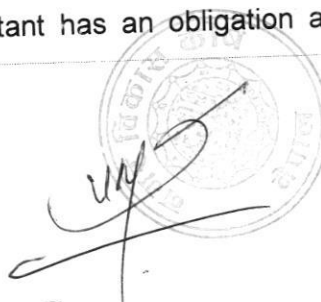
c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause their Personnel as well as its Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in Nepal which would conflict with the activities assigned to them under this Contract; and
- b. after the termination of this Contract, such other activities as may be specified in the SCC

d. Strict Duty to

21.1.5 The Consultant has an obligation and shall ensure

A handwritten signature in dark ink is written over a circular official stamp. The stamp contains text in Nepali, including 'सुदूर पश्चिम प्रदेश' (Sudur Pashchim Pradesh) and 'सुदूर पश्चिम प्रदेश सरकार' (Sudur Pashchim Pradesh Sarkar). The signature is a stylized, cursive script.

**Disclose
Conflicting
Activities**

that its Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of its Contract.

**22. Conduct of
Consultants**

22.1 The Consultant shall be responsible to fulfill his obligations as per the requirement of the Contract Agreement, RFP documents and GoN's Procurement Act and Regulations.

22.2 The consultant shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the contract agreement :

- (i) give or propose improper inducement directly or indirectly,
- (ii) distortion or misrepresentation of facts
- (iii) engaging or being involved in corrupt or fraudulent practice
- (iv) Interference in participation of other prospective consultants.
- (v) coercion or threatening directly or indirectly to impair or harm, any party or the property of the party involved in the procurement proceedings,
- (vi) collusive practice among consultants before or after submission of proposals for distribution of works among consultants or fixing artificial/uncompetitive proposal price with an intention to deprive the Client the benefit of open competitive proposal price.
- (vii) contacting the Client with an intention to influence the Client with regards to the proposals or interference of any kind in examination and evaluation of the proposals during the period after opening of proposals up to then notification of award of contract

23. Confidentiality

23.1 The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

**24. Liability of the
Consultant**

24.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

**25. Insurance to be
Taken out by the**

25.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on

Consultant

terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25.2 The Consultant shall take out and maintain professional liability insurance within 30 days of signing of the contract agreement.

26. Accounting, Inspection and Auditing

26.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

26.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Client/DP and/or persons appointed by the Client/DP to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client/DP if requested by the Client/DP. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client/DP's inspection and audit rights provided for under this Clause GCC26.2 constitute a prohibited practice subject to contract termination.

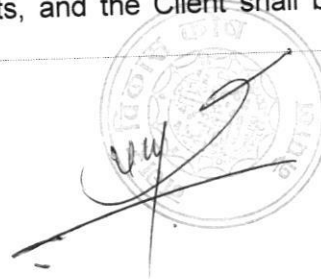
27. Reporting Obligations

27.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

28. Proprietary Rights of the Client in Reports and Records

28.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

28.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its

A handwritten signature in black ink is written over a circular official stamp. The stamp contains text that is partially obscured by the signature and the page number. The signature appears to be a stylized 'W' or similar characters.

discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

29. Equipment, Vehicles and Materials

29.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

29.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

30. Description of Key Experts

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

31. Replacement of Key Experts

31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive [or obstructive] practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may

request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

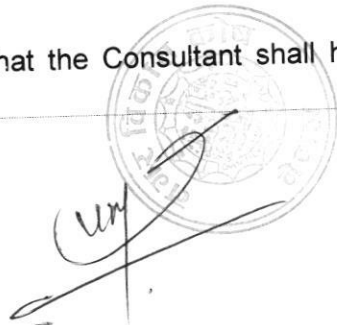
33. Assistance and Exemptions

33.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

34. Access to Project

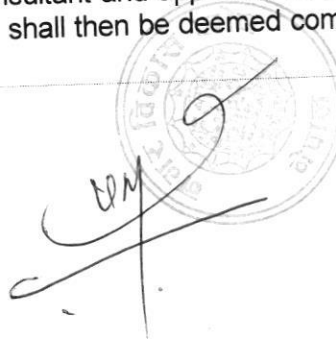
34.1 The Client warrants that the Consultant shall have, free of

A handwritten signature in black ink is written over a circular official stamp. The stamp contains text in a circular border, which is partially obscured by the signature. The signature appears to be a stylized name or set of initials.

- Site**
- charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
- 35. Change in the Applicable Law Related to Taxes and Duties**
- 35.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 39.1.
- 36. Services, Facilities and Property of the Client**
- 36.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 37. Counterpart Personnel**
- 37.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 37.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 39.2
- 37.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 38. Payment Obligation**
- 38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 39. Contract Price** 39.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 40. Taxes and Duties** 40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.
- 41. Currency of Payment** 41.1 Any payment under this Contract shall be made in the currency (ies) specified in the **SCC**.
- 42. Mode of Billing and Payment** 42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.
- 42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 42.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 42.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 42.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally

A handwritten signature, possibly "EPM", is written over a circular official stamp. The stamp contains text in a circular border, which is partially obscured by the signature and a large diagonal line drawn through it.

accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

42.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

43. Retention

43.1. The Client shall retain from each payment due to the Consultant the proportion **stated in the SCC** until Completion of the whole of the Works.

43.2. One half the total amounts retained shall be repaid to the Consultant at the time of the payment of the Final Bill pursuant to GCC Clause 42.2.3 and the remaining half shall be paid to the consultant within 15 days after submission of document issued by the concerned Internal Revenue Office that the consultant has submitted his Income Returns.

44. Interest on Delayed Payments

44.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

45. Liquidated Damages

45.1. The Consultant shall pay liquidated damages to the Client at the rate per day stated in the SCC for each day that the completion of services is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. Beyond this limit the contract may be terminated by the Client. The Client may deduct liquidated damages from any payments due to the Consultant. Payment of liquidated damages shall not affect the Consultant's liabilities.

G. FAIRNESS AND GOOD FAITH

46. Good Faith

46.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.



H. SETTLEMENT OF DISPUTES**47. Amicable Settlement**

47.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

47.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fifteen (15) days after receipt. If that Party fails to respond within fifteen (15) days, or the dispute cannot be amicably settled within fifteen (15) days following the response of that Party, Clause GCC 48.1 shall apply.

48. Dispute Resolution

48.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

I. BLACKLISTING**49. Blacklisting**

49.1 Without prejudice to any other right of the Client under this Contract, Public Procurement Monitoring Office may blacklist a Consultant for his conduct up to three years on the following grounds and seriousness of the act committed by the consultant.

- a) if it is proved that the consultant committed acts pursuant to GCC 22.2,
- b) if the Consultant fails to sign an agreement pursuant to Information to Consultants Clause 29.3,
- c) if it is proved later that the Consultant has committed substantial defect in implementation of the contract or has not substantially fulfilled his obligations under the contract or the completed work is not of the specified quality as per the contract,
- d) if convicted by a court of law in a criminal offence which disqualifies the consultant from participating in the assignment.
- e) if it is proved that the contract agreement signed by the Consultant was based on false or misrepresentation of consultant's qualification information,
- f) if the consultant fails to submit the professional liability insurance within the period stipulated in the contract.

49.2 A Consultant declared blacklisted and ineligible by the Public procurement Office, and or concerned Donor Agency in case of donor funded project, shall be ineligible to participation the selection process during the period of time determined by the PPMO, and or the concerned donor agency.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>The addresses are:</p> <p>Client : <u>Town Development Fund</u> <u>Baneshwor, Kathmandu</u></p> <p>Facsimile : <u>01-4471227</u></p> <p>E-mail (where permitted): <u>tdf@tdf.org.np</u></p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i> OR <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ [insert name of the member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <u>Town Development Fund</u></p> <p>For the Consultant: [name, title] _____</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time shall be <i>one months.</i></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be <u>7 days from the agreement.</u></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be <u>Four Month.</u></p>

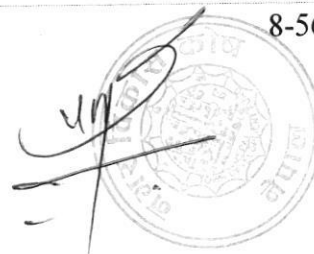
21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
24.1	<p>No additional provisions.</p> <p>[OR</p> <p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law of the Client’s country.</p>
25.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>[Note: Delete what is not applicable except (a)].</p> <p>(a) Professional liability insurance, with a minimum coverage of <i>should be not less than the total ceiling amount of the Contract</i>;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client’s country”]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable</i></p>



	<p><i>law in the Client's country</i>”];</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
28.1	NA
28.2	NA
33.1 (a) through (f)	[Note: List here any changes or additions to Clause GCC 33.1. If there are no such changes or additions, delete this Clause SCC 33.1.]
33.1(g)	[Note: List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 33.1(g).]
39.1	<p>The Contract price is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of Value Added Tax (VAT).</p> <p>VAT chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: “be paid” or “reimbursed”] by the Client [insert as appropriate: “for” or “to”] the Consultant.</p>
42.2	AS per Terms of Reference
42.2.1	<p>[Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>insert amount</i>] in foreign currency] [and of <i>insert amount</i>] in local currency] shall be made within <i>insert number</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by</p>

	<p>the Client in equal portions against <i>[list the payments against which the advance is offset]</i>.</p> <p>(2) The advance payment bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p>[Note: Advance payment provision can be included only for donor funded projects according to their guidelines. There is no provision of advance payment to consultant in the public procurement act/regulation. In case of GoN funded project, insert "Not Applicable" in place of the above text.]</p>
42.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
43.1	The proportion of payments retained is:
44.1	The interest rate is: 8%
45.1	<p>The liquidated damage is: 0.05% per day. The maximum amount of liquidated damages is: 10% of the sum stated in the Agreement.</p>
48.	<p>(a) Contracts with foreign consultants:</p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date</p>

	<p>of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [Note: If the</p>



	<p>Consultant consists of more than one entity, add: or of any of their members or Parties]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> <p>(b) Contracts with domestic consultants:</p> <p>Arbitration shall be conducted in accordance with Nepal Arbitration Act</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 5 of the RFP]

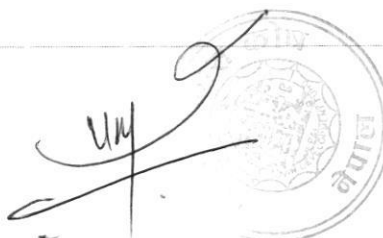
APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; public holidays etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty five (25) working (billable) days. One working (billable) day shall be not less than seven (7) working (billable) hours (total 40 hours a week).]

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

{Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.}



Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Yea r	Social Charges 1	Overhea d ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour 1
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

Date _____

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1]

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[name and address of Client]*

Date: _____ *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*

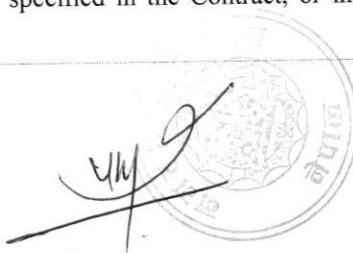
We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

A handwritten signature in dark ink is written over a circular official stamp. The stamp contains text in a circular border, which is partially obscured by the signature. The signature appears to be a stylized name or set of initials.

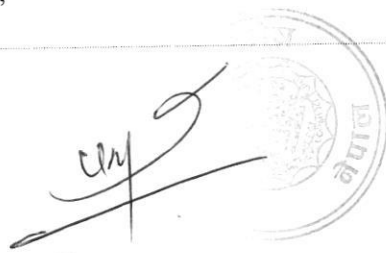
The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of _____ [month], _____ [year],² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

A handwritten signature in dark ink is written over a circular stamp. The stamp contains the word "Pine" in a stylized font, with some other illegible text and a logo inside the circle.

APPENDIX E – MEDICAL CERTIFICATE

A handwritten signature in black ink is written over a circular official stamp. The stamp contains a central emblem and text in a non-Latin script, likely Thai, arranged in a circular border.

APPENDIX F – MINUTES OF NEGOTIATION MEETINGS

A handwritten signature in black ink is written over a circular official seal. The signature is stylized and appears to be 'J. J. [unclear]'. The seal is circular with a double border. The outer ring contains the text 'OFFICE OF THE ATTORNEY GENERAL' at the top and 'STATE OF ALABAMA' at the bottom. The center of the seal features the state seal of Alabama, which includes a shield with a cotton plant, a ship, and a plow, surrounded by the words 'GREAT SEAL OF THE STATE OF ALABAMA'.