

STANDARD PROCUREMENT DOCUMENTS

**Standard Request for
Proposals**

Selection of Consultants



The World Bank

April 2015

Foreword

1. This Standard Request for Proposals (“SRFP”) has been prepared by the World Bank¹(“Bank”) and is based on the Master Procurement Document for Selection of Consultants (“Master Document”). The Master Document was prepared by participating Multilateral Development Banks (“MDBs”) and reflects what are considered “best practices”.
2. This SRFP follows the structure and the provisions of the Master Document, except where specific considerations within the respective institutions have required a change.
3. The text shown in *Italics* is “*Notes to the Client*”. It provides guidance to the entity in preparing a specific RFP. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants.
4. This SRFP can be used with different selection methods described in *the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 (“Consultants’ Guidelines”)*, including Quality- and Cost-Based Selection (“QCBS”), Quality-Based Selection (“QBS”), Selection under a Fixed Budget (“FBS”), and Least-Cost Selection (“LCS”). When mandating the use of this SRFP on the implementing agency, however, primary consideration should be given to the complexity and value of the assignment.
5. The use of this SRFP is not required for selections conducted under commercial practice, use of country systems, selection of individual consultants, and in the case of entering into an agreement with a UN agency in a format approved by the Bank. For Selection Based on Consultant’s Qualifications (“CQS”) or assignments under any selection method costing less than US\$300,000 equivalent relevant elements of this SRFP may be used and further simplified for the purpose of a particular assignment. This SRFP is for use by Borrowers only and shall not be used for selection of consultants under contracts signed between consultants and the Bank.
6. Before preparing a Request for Proposals (RFP) for a specific assignment, the user must be familiar with the “Consultants’ Guidelines”, and must have chosen an appropriate method and the appropriate contract form. The SRFP includes two standard forms of contract: one for time-based assignments and the other for lump-sum assignments. The prefaces to these two contracts indicate the circumstances in which their use is most appropriate.

¹ References in this SRFP to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and International Development Association (IDA).

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: [Nep-REDD-121486-CS-QCBS](#)

**Selection of Consulting Services for: Preparation of Allometric Equation of
16 Tree Species.**

Client: REDD Implementation Center

Country: Nepal

Project: REDD Implementation Center

Issued on: 3 October 2019

Preface

This Request for Proposals (“RFP”) has been prepared by the Client and is based on the Standard Request for Proposals (“SRFP”) issued by the World Bank² (“the Bank”), dated September 2011.

The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants (“Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the respective institutions have required a change.

² References in this SRFP to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and International Development Association (IDA).

TABLE OF CLAUSES

PART I–SELECTION PROCEDURES AND REQUIREMENTSError! Bookmark not defined.

Section 1. Letter of Invitation	1
Section 2. Instructions to Consultants and Data Sheet.....	3
A. General Provisions	3
1. Definitions.....	3
2. Introduction.....	5
3. Conflict of Interest	5
4. Unfair Competitive Advantage	6
5. Corrupt and Fraudulent Practices.....	6
6. Eligibility	7
B. Preparation of Proposals	8
7. General Considerations	8
8. Cost of Preparation of Proposal	9
9. Language.....	9
10. Documents Comprising the Proposal.....	9
11. Only One Proposal	9
12. Proposal Validity	9
13. Clarification and Amendment of RFP	10
14. Preparation of Proposals – Specific Considerations	11
15. Technical Proposal Format and Content.....	12
16. Financial Proposal.....	12
C. Submission, Opening and Evaluation	12
17. Submission, Sealing, and Marking of Proposals	12
18. Confidentiality	14
19. Opening of Technical Proposals	14
20. Proposals Evaluation.....	15
21. Evaluation of Technical Proposals.....	15
22. Financial Proposals for QBS.....	15
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) ...	15
24. Correction of Errors	16
25. Taxes	17
26. Conversion to Single Currency.....	17
27. Combined Quality and Cost Evaluation	17
D. Negotiations and Award	18
28. Negotiations	18
29. Conclusion of Negotiations.....	19

30. Award of Contract.....	19
E. Data Sheet	20
 Section 3. Technical Proposal – Standard Forms	 29
1. Checklist of Required Forms	29
2. Form TECH-1: Technical Proposal Submission Form.....	30
3. Form TECH-2 (FTP): Consultant’s Organization and Experience.....	33
4. Form TECH-3 (FTP): Comments and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be Provided by Client	35
5. Form TECH-4 (FTP): Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference.....	36
6. Form TECH-4 (STP): Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference.....	37
7. Form TECH-5 (FTP/STP): Work Schedule and Planning for Deliverables.....	38
8. Form TECH-6 (FTP/STP): Team Composition, Assignment, and Key Experts’ Time Input; and CV Form.....	40
Section 4. Financial Proposal - Standard Forms	43
Section 5. Eligible Countries	53
Section 6. Bank Policy – Corrupt and Fraudulent Practices	55
Section 7. Terms of Reference.....	57
 PART II –CONDITIONS OF CONTRACT AND CONTRACT FORMS	 69
Section 8. Conditions of Contract and Contract Forms.....	69
1. Time-Based Form of Contract	71
2. Lump-Sum Form of Contract.....	71

Letter of Invitation

RFP No. NP-REDD-121486-CS-QCBS Grant No. FCPF Readiness Fund

TF0A 4169.

Babarmahal, Kathmandu

3 October 2019

To,

CIAS-ADMC -JV

Genesis Consultancy (P) Ltd. SaiMarg, Shrimahal,

Green Era Pvt. Ltd., Attaria Kailali

Nepal Environmental & Scientific Service, (P) Ltd. Thapathali and

Practical Solution Consultancy Nepal Pvt. Ltd.

Dear Mr./Ms.:

1. The REDD Implementation Center has been allocated grant funds (the “Grant”) from thewhich are administered by the International Development Association (IDA) (the “Bank”) and executed by the *REDD Implementation Center* (“the Client”). The Client/ Recipient intend to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the *REDD Implementation Center* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the grant agreement. The grant agreement prohibits a withdrawal from the grant 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 Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the grant agreement or have any claims to the proceeds of the grant.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): *Preparation of Allometric Equation of 16 Tree Species*. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

CIAS-ADMC -JV

Genesis Consultancy (P) Ltd. SaiMarg, Shrimahal,

Green Era Pvt. Ltd., Attaria Kailali

Nepal Environmental & Scientific Service, (P) Ltd. Thapathali and
Practical Solution Consultancy Nepal Pvt. Ltd.

4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under *QCBS* procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website:
www.worldbank.org/procure.

6. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal (FTP)- Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 –Eligible Countries
- Section 6 – Bank's Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Lump-Sum)

7. Please inform us by 14 October 2019, in writing at *REDD Implementation Center, Babarmahal*, by E-mail *info@redd.gov.np*

- (a) that you have received the Letter of Invitation; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

8. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

Pashupati Nath Koirala
For, Chief, REDD IC.

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (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.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *grant* agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “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).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

- (l) “Government” means the government of the Client’s country.
- (m) “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.
- (n) “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.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (q) “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.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “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.

(w) “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.

2. Introduction

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**.

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.

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.

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**.

3. Conflict of Interest

3.1 The Consultants 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.

3.2 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 sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

- a. Conflicting activities**
- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: 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) Conflict among consulting assignments: 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) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who 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, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the 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 Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.
- 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors,

services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

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 Bank in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; 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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii)

operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

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.

8. Cost of Preparation of Proposal

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.

9. Language

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 language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 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

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

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.

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 sanctions in accordance with Clause 5 of this ITC.

**a. Extension of
Validity Period**

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.

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.

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.

**b. Substitution of
Key Experts at
Validity
Extension**

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.

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 with the prior Bank's no objection.

**c. Sub-
Contracting**

12.9 The Consultant shall not subcontract the whole of the Services.

**13. Clarification and
Amendment of
RFP**

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:

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.

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.

13.2 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.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

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. If shortlisted Consultants associate with each other, any of them can be a lead member.

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, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

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**.

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**

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**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) reimbursable expenses indicated in the **Data Sheet**.

**a. Price
Adjustment**

16.2 For assignments with a duration exceeding 18 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 unless stated otherwise in the **Data Sheet**. 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 national currency.

**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**

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.

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 Proposal 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.

17.2.1 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.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 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.

17.5 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**".

17.6 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**".

17.7 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]".

17.8 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.

17.9 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.

18. Confidentiality

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 publication of the Contract award information.

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 Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

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 (in person, or online if this option is offered in the **Data Sheet**). 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 with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

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**.

20. Proposals Evaluation

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 Bank issues its “no objection”, if applicable.

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.

21. Evaluation of Technical Proposals

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. 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**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

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.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), 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, as well as scores obtained for each criterion and sub-criterion) 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 allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

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, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

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, 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

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

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)

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.

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.

c. Least-Cost Selection

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.

D. Negotiations and Award

28. Negotiations

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.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

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.

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.

b. Technical negotiations

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.

c. Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

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 shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

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.

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. After having obtained the Bank's no objection, 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.

30. Award of Contract

30.1 After completing the negotiations, the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Instructions to Consultants

E. Data Sheet

A.General	
ITC Clause Reference	
1 (c)	<i>Nepal</i>
2.1	<p>Name of the Client: REDD Implementation Center</p> <p>Method of selection: QCBS as per Applicable Guidelines: Procurement Regulation for IPF Borrowers 2016, Revised November 2017 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Development of Allometric Equation of 16 Tree Species.</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 23 October 2019 Time: 2.00 PM Address: REDD Implementation Center Babarmahal Telephone: 977-1-4239126 Facsimile: 977-1-4215261 E-mail: info@redd.gov.np Contact person/conference coordinator Shankar Adhikari <i>Under Secretary, Technical.</i></p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Marked Tree Information: location of trees, number of trees, species of trees for felling, measurement and analysis.</p>
4.1	NA
6.3.1	<p>A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr</p>
B. Preparation of Proposals	

9.1	<p>This RFP has been issued in the English Language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English and Nepali language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></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) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 <p>AND</p> <p>2^d 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 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p> <p><i>Please include paragraph (e) in Form TECH-1</i></p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes</p>
12.1	<p>Proposals must remain valid for 90 calendar days after the proposal submission deadline (i.e., until: 3 Feb.2020).</p>
13.1	<p>Clarifications may be requested no later than 10 days prior to the submission deadline.</p>

	<p>The contact information for requesting clarifications is: Mr. Shankar Adhikari, Facsimile: 977-1-4239126 E-mail: adhikarishankar@gmail.com</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>
14.1.2 (do not use for Fixed Budget method)	<p>Estimated input of Key Experts' time-input person-months as bellow:</p> <p>Team Leader 6 person months Data Analyst 3 person months Bio- Metrician 30.1 person months Forest Technicians 60.2 person months Total of key experts 99.3 person months</p>
14.1.3 for time-based contracts only	<p>Not Applicable</p>
14.1.4 and 27.2 use for Fixed Budget method	<p>The total available budget for this Fixed-Budget assignment is:Not Applicable</p>
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><i>(1) DSA, for experts and skilled labour for every day of absence from the home office for the purposes of the Services;</i></p>

	<p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>communications costs;</i></p> <p>(4) <i>cost of purchase of disposable type of equipment or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(5) <i>Cost of field management like, vehicle, labor for different works, cost of after felling management etc.</i></p> <p>(5) <i>cost of reports production (including printing) and delivering to the Client;</i></p>
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>No</p>
16.3	<p>There is no Tax Exemption and full tax payment is the responsibility of Consultant</p> <p>“Information on the Consultant’s tax obligations in the Client’s country can be found in : <i>ird.gov.np</i></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 Nepalese currency only.</p>
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants “shall not” have the option of submitting their Proposals electronically.</p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and one copy;</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date; 4 November 2019</p> <p>Time:14:00 local time.</p> <hr/>

	<p>The Proposal submission address is: REDD Implementation Center, Babarmahal, Kathmandu.</p> <hr/>								
19.1	<p>An online option of the opening of the Technical Proposals is offered: No.</p>								
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals : NA</p>								
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: 5</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference TORs: 35 <i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">a) Position : Team Leader cum Sr.Forest biometrician</td><td style="text-align: right;">20</td></tr> <tr> <td style="padding-left: 20px;">b) Position :Statistician/Data Analyst</td><td style="text-align: right;">10</td></tr> <tr> <td style="padding-left: 20px;">c) Position :Biometrician (10)</td><td style="text-align: right;">15</td></tr> <tr> <td style="padding-left: 20px;">d) Position :Forest Technician 2 (10+10)</td><td style="text-align: right;">15</td></tr> </table> <p style="text-align: right;">Total points for criterion (iii): 60</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): [15- 20 %]</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): [70- 80%]</p>	a) Position : Team Leader cum Sr.Forest biometrician	20	b) Position :Statistician/Data Analyst	10	c) Position :Biometrician (10)	15	d) Position :Forest Technician 2 (10+10)	15
a) Position : Team Leader cum Sr.Forest biometrician	20								
b) Position :Statistician/Data Analyst	10								
c) Position :Biometrician (10)	15								
d) Position :Forest Technician 2 (10+10)	15								

	<p>3)[<i>If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):</i> NA</p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology): NA</p> <p>(v) Participation by nationals among proposed Key Experts NA <i>[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]</i></p> <p>Total points for the three criteria: 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: 70</p>
<p>21.1 [for STP]</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are: NA</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:</p> <p style="text-align: right;">Total points for criterion (i): [20 - 40]</p> <p>(ii) Key Experts' qualifications and competence for the Assignment: <i>[Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant]</i></p> <p>a) Position K-1: [Team Leader] [Insert points]</p> <p>b) Position K-2: [Insert position title] [Insert points]</p> <p>c) Position K-3: [Insert position title] [Insert points]</p> <p style="text-align: right;">Total points for criterion (ii): [60-80]</p> <p>Total points for the two criteria: 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: [insert number]</p> <p><i>[The indicative range is 70 to 85 on a scale of 1 to 100]</i></p>

23.1	An online option of the opening of the Financial Proposals is offered: No.
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is : Nepalese Currency.</p> <p>The official source of the selling (exchange) rate is: NA</p> <p>The date of the exchange rate is: NA</p>
27.1 (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" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20</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	Expected date and address for contract negotiations: Date: 4 December 2019 Address: REDD Implementation Center, Babarmahal
30.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following : www.redd.gov.np The publication will be done within <i>10 days after the contract signing.</i>
30.2	Expected date for the commencement of the Services: Date December 2019 at: <i>REDD Implementation Center</i>

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.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	
“v” If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“v” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
v		TECH-2	Consultant’s Organization and Experience.	
v		TECH-2A	A. Consultant’s Organization	
v		TECH-2B	B. Consultant’s Experience	
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
v		TECH-3A	A. On the Terms of Reference	
v		TECH-3B	B. On the Counterpart Staff and Facilities	
v	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
v	v	TECH-5	Work Schedule and Planning for Deliverables	
v	v	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

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 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 address 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 sanctioned by the Bank.
- (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.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) 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.
- (g) 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.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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 30.2 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(FOR FULL TECHNICAL PROPOSAL ONLY)

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.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 5 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.

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan. 2009– Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

{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}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

Form TECH-4: a description of the approach, 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 (in FTP format):

- 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, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT****NA**

Form TECH-4: a description of the approach, 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, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

[illegible]

- 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.

FORM TECH-6(FOR FTP AND STP)**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	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	Total
KEY EXPERTS															
K-1	{e.g.,Mr.Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
											Subtotal				
											Total				

- For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input
 Part time input

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

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

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, 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 infor 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. Hbbbbbb, 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 that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

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, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{ Location, Date }

To: [Name and address of Client]

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}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {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 and gratuities paid or to be paid by us to an agent or any third 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 Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

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; delete columns which are not used}			
				{Insert Local Currency, used and required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursable				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) VAT				
<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in Nepalese currency expressed above

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Key Experts							
K-1			[Home]					
			[Field]					
K-2								
	Non-Key Experts							
N-1			[Home]					
N-2			[Field]					
	Total Costs							

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

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: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

{* 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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Amount in NRs.	
	{e.g., Per diem allowances**}	{Day}				
	{e.g., International flights}	{Ticket}				
	{e.g., In/out airport transportation}	{Trip}				
	{e.g., Communication costs between Insert place and Insert place}					
	Provisional Sum:					
	Quality Control and Supervision		2,400.00	893	2,142,091.00	
	Vehicle including Fuel for QC and Monitoring		9,000.00	893	8,032,841.00	
	DSA for Forest Technicians		2,400.00	893	2,142,091.00	
	Workshop and Meetings		120000	4	480,000.00	
	Total of Provisional Sum				12,797,023.00	
Total Costs						

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): none

Under the ITC 6.3.2 (b): none

Section 6. Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party³;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁴;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁵;

³ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

⁴ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” is 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 party⁶;
- (v) “obstructive practice” is
 - (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 Bank 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 Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁷, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁸ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁶For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁷ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁸ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

Section 7. Terms of Reference

Terms of Reference (ToR) for Consultancy Services for Development of Allometric (Volume, Biomass and Carbon) Equations for 16 Major Tree Species in Nepal Contract ID no. NEP-REDD-121486-CS-QCBS

1. Background

Nepal is one of the leading countries in Reducing Emission from Deforestation and Forest Degradation, sustainable management of forests and conservation and enhancement of forest carbon stocks (REDD+), under the World Bank's Forest Carbon Partnership Facility (FCPF). Its Emission Reduction Program Document (ER-PD) has been included into the Carbon Fund portfolio of the FCPF. Nepal completed implementation of the first phase of the REDD+ readiness project in 2015. Nepal's request for an additional readiness grant was approved by the 21st Participants Committee meeting of the FCPF in 2015. Nepal and the World Bank signed the grant agreement for additional readiness funding of USD 5.2 million in January 2017. This second phase of the readiness project will be completed in December 2019. Among other readiness activities, improvement of the national forest inventory and monitoring system for a robust and functional Monitoring, Reporting and Verification (MRV) system is one of the focused areas of the ongoing 2nd phase of REDD+ readiness. It is expected that Nepal will enter into implementation phase of the REDD+ at the latest January 2020 after negotiation and signing of the Emission Reduction Payment Agreement (ERPA) between the government of Nepal and the World Bank in 2019.

Under the second phase of REDD+ readiness, REDD IC is supporting the Forest Research and Training Centre (FRTC) to strengthen the National Forest Monitoring System (NFMS) to make it compatible to the requirements for REDD+ process which is very important for improving national forest reference level and establishment of a robust and functional MRV system. Developing accurate and country representative allometric equations for 16 major tree species

is one of the major activities proposed for the second phase of the REDD+ readiness project, which will certainly help FRTC in developing a robust and functional NFMS.

Allometric equations are statistical models for calculating tree volume and biomass, using the relationships between different tree characteristics. Which characteristics involved varies between different allometric equations, but some common variables are diameter and tree height. Those variables are relatively easy to measure in the field, compared to measuring the volume and biomass directly for each tree, which is mostly not realistic as it requires a destructive method. Allometric equations for relating tree diameter at breast height (DBH) or other easily measurable variables to standing volume of wood or total biomass, C, and nutrient stocks are commonly used for forest inventories and ecological studies.

Estimation of aboveground biomass is an essential aspect of studies of C stocks and the effects of deforestation and C sequestration on the global C balance. Weighing tree biomass in the field is by far the most accurate method of estimating aboveground tree biomass, but it is an extremely time consuming and destructive method, generally limited to small areas and small tree sample sizes. The need for quantification of carbon stocks for different forest types is also relevant for the emerging carbon credit market under REDD+. Allometric equations can be used to assess many ecosystem services provided by forests, including the estimation of forest carbon stocks, by processing data collected in the field. National forest inventories use allometric equations for REDD+ MRV.

The choice between different allometric equations has large implications for carbon accounting. When estimating the aboveground biomass of a forest, the use of species-specific equations is preferred because trees of different species may differ greatly in tree architecture and wood density.

Allometric equations for different tree species that could be used for Forest Reference Level (FRL) development and MRV for REDD+ process in Nepal are not available. For the FRA purpose, very old allometric model developed by Sharma and Pukala (1990), density base on other countries was used because other models were not available. However, there is a consensus that this model is not accurate and there is a high uncertainty in biomass and carbon estimation using this model. Furthermore, this model does not meet standard and accuracy of

UNFCCC reporting requirements and may not be appropriate to claim the emission reduction credits for the REDD+ results-based payment. So to upgrade the data base for REDD+ process, there is an urgent need to develop species specific allometric equations for major tree species and forest types taking account of FRL as well as MRV of the REDD+ process using robust scientific approach to select the sample trees from different parts of the country representing different management regimes of forest resources. This was also discussed during the development of the second phase of REDD+ readiness grant proposal.

This TOR is developed for the service provider/s who are interested in this assignment to collect the data from sampled trees develop the allometric equations by collecting for major tree species found in different physiographic regions of the country. The data collection should follow the protocol of destructive sampling of trees of various species and regions.

2. Objectives of the Assignment

The main objective of this assignment is to support FRTC and REDD IC for the development of allometric volume, biomass and carbon models. However, this particular assignment is targeted for the collection of data, samples of individual trees of various species to develop accurate allometric equations for 16 major tree species (see section 3.4) found in different ecological regions of the country. Specific objectives of the assignment include:

- To collect tree attributes for estimating aboveground and belowground tree biomass of major tree species of the country. To estimate Fresh, Air dry and Oven dry biomass of tree.
- To develop equation for bark ratio.
- To prepare allometric models/equations (volume, biomass and carbon).
- To publish document incorporating the allometric equations.

3. Scope of the work

Following tasks need to be carried out for successful completion of this assignment:

3.1 Desk Review and analysis

Desk review and analysis of FRA process in Nepal, latest FRA reports published as well as other relevant documents including FRL, MRV reports completed for the REDD+ readiness and other published or unpublished reports related to developing allometric equations in Nepal and other parts of the world is very important for successful completion of this assignment.

3.2 Consultation with the technical committee and other stakeholders

Regular consultations and discussion with technical committee formed to supervise and oversee this assignment under the leadership of FRTC/REDD IC is critical as the consultant team will work under the guidance of the committee. Other related experts from FRTC as well as focal persons from the REDD IC, Department of Forests and Soil Conservation and Ministry of Forests and Environment (if any) will also be consulted regularly. Consultations with the relevant State Ministry officials, representatives of the Local Governments and local communities including the concerned Community Forests Users Groups (CFUGs) are also very important.

3.3 Protocol Development

As the data collection and analysis for the volume, biomass and carbon equation are the complex task, strict protocol should be followed. Fundamentally, FRTC and REDD IC will work for the preparation of protocol. FRTC and REDD IC will review previous protocols and finalize before issuing RFP.

3.4 Sampling design for selection of trees

Sampling design for selection of trees for harvesting and measurement is critical for developing accurate and representative allometric equations. It should be ensured that trees are representatives of all diameter classes; climatic zones/physiographic zones as well as forest management regimes. The sampling design should identify the sufficient number of trees for each species in each physiographic region and also cover the horizontal (East-West) and vertical (North-South) distribution of species should be covered for the data collection.

The firm should work closely with the technical committee and REDD IC and FRTC for the sampling design selection of sample trees.

Samples and measurements should be taken from the following 16 tree species.

1. *Quercus* spp.
2. *Shorea robusta*
3. *Rhododendron* spp.
4. *Terminalia alata*
5. *Pinus roxburghii*
6. *Abies* spp.
7. *Alnus* spp.
8. *Pinus wallichiana*
9. *Betula utilis*
10. *Schima wallichii*
11. *Castanopsis* spp.
12. *Lyonia ovalifolia*
13. *Tsuga dumosa*
14. *Acer* spp.
15. *Picea smithiana*
16. *Lagerstroemia parviflora*

3.5 Harvesting and measurement of trees

After selecting the trees, harvesting and measurements in the field is most vital part of the assignment. Strict protocol needs to be followed for harvesting and measurement. Harvesting includes felling and sectioning of the trees to measure necessary tree attributes. The attributes for volume and biomass of stem, branches and foliage should be measured from the harvested trees for each section separately. Finally, the harvested materials should be handed over to the concerned authorities.

As this assignment also include the preparation of air dry and oven dry ratio, sample should be collected for the air dry/oven dry ratio from various sections of the stem/branch for each species. Certain percent of tree samples for above ground biomass, belowground samples should also be collected for biomass ratio (Above ground/Below ground biomass ratio). So, this assignment also includes the excavation, extraction and measurement of belowground portion of trees for biomass.

3.6. Data Entry

The data collected during the field works should be entered in a systematic data entry form designed by REDD IC and FRTC. All the hard copy data should be also in digital formats.

FRTC and REDD IC should develop a proper data entry system and data base to enter and store the data in a systematic way.

3.7 Data analysis, development and validation of the allometric equations.

Volume, biomass and carbon equation including bark ratio of 16 species will be developed. This assignment includes collection of data to assist the allometric biomass modelling, analysis of data and development and validation of the equation.

4. Reporting and deliverables

4.1 Inception report with detail action plan and timeframe

Inception report with detail action plan and timeframe as well as methodology shall be submitted after the signing of the contract for the assignment. This should be presented at the inception workshop. After incorporating all the feedbacks, suggestions and inputs from the participants of the workshop, the inception report must be finalized and submitted to the FRTC and REDD IC.

4.2 Intermediate reporting

The firm shall submit monthly progress report from the start of the contract.

4.3 Final report

The firm shall submit hard copies with digital copy of final report after completion of the activities to REDD IC. In addition to this, all relevant photographs, maps, raw data, data processing methodology and final data used for completion of the assignment need to be submitted to the FRTC and REDD IC. The firm should submit the hard and digital copies of field data to FRTC and REDD IC. Similarly, the firm should produce a publishable document incorporating the allometric equations and the procedure to come up with the equations for wider dissemination. The firm should also produce 5000 copies of that document.

4.4 Measurement data

The firm should provide the data in a systematic way i.e. designed in a specific data sheets designed by REDD IC/FRTC. The measurement of data from the destructive sampling should

follow the strict protocol for measurement. Following are the major data that should be collected from the individual trees:

- General Information about the location of the tree (such as Physiography, aspect, altitude, forest type, management regime, development status etc.)
 - Species, DBH, Quality, Height
 - Diameter at various sections (including 10 cm top, 20 cm top)
 - Length/Height (of a whole tree or sections of tree)
 - Biomass of stem, branch and foliage
 - Bark thickness
 - Below ground biomass of trees (certain percentage of trees that will be collected for above ground biomass) etc.

4.5 Samples for Laboratory Analysis

The firm should prepare and collect samples for Air Dry and Oven Dry biomass ratio for each tree species. The samples should be disks of sufficient thickness from various part of stem/branch/root of trees. The firm should follow the protocol prepared to collect the disk samples and record the required information precisely.

Drying of sample and further processing will be done in FRTC Lab whereas FRTC will supervise and monitor the processing.

4.6 Submission of Data

The firm should submit all field collected data in hard copies and digital formats. The firm is also responsible for the entering data in designed database system prepared by REDD IC and FRTC. Submission of all relevant photographs, maps, raw data, data processing methodology and final data used for completion of the assignment and other relevant document and information is also required.

5. Team composition and qualification of the firm and experts

5.1 Qualification of the firms

Firms legally registered within the concerned authorities with clear mission, vision and objectives and registered in national VAT system are eligible to apply. The firms should have relevant work experience in Forest Biometric, Forest Inventory, SFM, REDD+ and /or related field in Nepal. The firm must have registered for at least five years with valid registration, Tax/VAT clearance, demonstrated annual transaction, audit and renewal.

5.2 Team composition, responsibilities and qualification of the team members

The assignment will be executed from a team of experts including **a Team Leader cum Senior Forest Biometrician and 10 field crew. Each field crew will be composed of one Biometrician, two forest technicians and necessary skilled and unskilled field labour.)** Furthermore, Local Resource Persons and the representative of the concern forest authorities are also required to facilitate the field work. Forest Officer from FRTC/REDD IC will be involved in monitoring and quality assurance.

5.2.1 National Team Leader cum Senior Forest Biometrician

Roles and responsibilities: The National Team Leader cum Senior Forest Biometrician will lead the team in close coordination with and under the guidance of the technical committee formed under the leadership of FRTC for overseeing this assignment. The team leader will:

- Study and analyze FRA documents, NFI system and other published or unpublished related documents;
- Develop a plan of actions with timeline of each of the actions after discussion with other team members;
- Coordinate the team and make sure that all the crew members are trained and capable to perform their respective jobs for the assignment;
- Prepare the inception report for presentation in the inception workshop;
- Coordinate consultation meetings and policy discussions at all levels;
- Manage all administrative, financial and other logistic issues of the assignment;
- Make sure that all the field works (harvesting and measurement of selected trees) are completed following a scientific protocol and data are recorded and kept properly.
- Take all responsibilities for the data processing and finalizing the models.
- Prepare final report combining reports from all the thematic experts.

Required qualification: The team leader must be a Nepali national and have strong knowledge on biomass modeling and forest resources assessment. He or She must have minimum qualification and experience as below:

- Hold at least postgraduate degree (Masters, preferably PhD) in forestry with forest modeling as a part of study.
- Have at least 10 years working experience in related field.
- Understanding of statistical software/programming as well as theory and principles of biomass modelling.
- Good understanding of climate change, REDD+, biomass and carbon trading policies and related issues;
- Sound knowledge of forestry sector institutions, current program implementation arrangements and process in Nepal; and;
- Writing, facilitation and communication skills in English and Nepali.
- Having experience of leading a team of experts (must have led at least one similar project)

5.2.2 Statistician/Data Analyst

The expert should have strong knowledge and skill on data handling, processing and analyzing the model. He or She must have minimum qualification and experience as below:

- Hold at least Masters degree (Preferably PhD) in relevant field. Preferences will be given to Forest statistician.
- Have at least 5 years working experience in related field.
- Strong Knowledge and skill on statistical software/programming and data analysis as well as theory and principles of biomass modeling.
- Having experience on similar project

5.2.3 Biometrician

Roles and responsibilities: The Biometrician of the team are responsible for leading the field crews and coordinating respective Forest Assistants and other field crew members to carry out the field works including harvesting and measurement of trees in the field under the guidance of the Team Leader.

Required qualification: The Biometricians must be a Nepali national and have a strong knowledge and skills of forest resource assessment, and sample plot measurement. They must:

- Have minimum qualification of bachelor's degree (preferably master's degree) in forestry;

- Have at least 3 years of work experience in forestry sector (in forest inventory and standing tree measurement will have an advantage);
- Be experienced in managing field crews in forestry related works such as forest resource assessment activities.

5.2.4 Forest Technician

The Forest Assistants are responsible for coordinating the tree harvesting and measurement in the field. They are also responsible for the quality of the data collected in the field. Supervise the harvesting and measurement of the trees to get the accurate data following the guidelines developed by the team under for the field works.

Required qualification: The Forest Assistants must be a Nepali national and have a strong knowledge and skills of forest resource assessment, and sample plot measurement. They should have minimum qualification of Certificate level (preferably BSc) in forestry and work experience in forestry.

5.2.5 Labors

The labors are responsible for actual harvesting of trees. They are also responsible for less destruction of surrounding forest and the quality of harvested trees. Labor having skill on felling and section of trees should be preferred.

6. Inputs to the firm

6.1 Documents and consultations

FRTC and REDD IC will provide access to background documents to carry out the assignment. These include:

- Final reports of the relevant REDD+ readiness studies including MRV and FRL;
- Reports and methodologies about biomass modelling and related works;
- Reports of ongoing NFI system and periodic reports of FRA in Nepal;

Both FRTC and REDD IC will provide the firm necessary help and support for organizing the consultations at all levels.

6.2 Equipment and tools

The firm should purchase the necessary equipments and tools to conduct the assignment. The separate budget should be proposed by the firm and finalized after negotiation with REDD-IC and FRTC. The equipments and tools must be returned in good condition to REDD IC/FRTC after completion of the assignments. Similarly, the firm should provide capacity development trainings and related activities for the handling of the equipment.

6.3 Trainings

FRTC will facilitate the firm for the training and orientation for field crew members regarding field navigation, measurement, data collection and data entry in the field. Field crews will only be mobilized after they are trained properly for the job they will carry out.

7. Supervision, Monitoring and Quality control

FRTC and REDD IC will be responsible for supervision, monitoring and quality control of the data taken in the field by the firm. Separate budget will be allocated for this purpose (Firm will not be responsible for the cost associated with this). The firm will carry out the activities under the coordination and supervision of the technical committee formed for this assignment. Supervision and monitoring of the work will be done simultaneously with the measurement activities conducted by the field crews. FRTC staff will supervise and facilitate the measurement process during the field inventory.

8. Safety and Precaution

Firm should be ensured all the safety and security measures such as full safety equipment and accessories for each crew including First Aid, field gear, insurance etc.

9. Intellectual Property Rights

All the data collected in the field, daily field books, original sets of maps used, processed data and the database developed during this assignment will be the property of FRTC and must be submitted to the FRTC along with the final report by the consulting firm. The data should not be used for any other purpose or transferred to any third party for any reasons without the prior written consent of FRTC.

10. Selection Process and Criteria

Selection process of the qualified firm/s will start from advertising for “Expression of Interest (EoI)”. The shortlisted firms based on EoIs submitted will be requested to submit the full proposal following THE WORLD BANK Procurement Regulations for IPF Borrowers, July 2016 Revised November 2017 and August 2018.

11. Work Schedule

The assignment should be completed by June 2020. Further details of the assignment will be provided in RFP.

12. Application Procedure

Eligible firm/consortium of the firms should submit “Expression of Interest (EoI)” with the following documents:

- Letter of EoI
- Profile of the firm
- Copy of registration and renewal certificates
- Copy of annual audit report for last three years and tax clearance certificate
- Roster of potential experts
- Letter from partnering firm/institution if joint venture is proposed.

The shortlisted firms will be requested to submit the full proposal along with following documents:

- Full technical proposal for the assignment in a sealed envelope. The proposal should include commitment letters from the proposed experts along with duly signed CVs;
- Detail financial proposal for the assignment in a separately sealed envelope.

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Standard Request for Proposals (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above US\$ 300,000 equivalent or more unless otherwise approved by the Bank.

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

Contents

Preface	75
I. Form of Contract	77
II. General Conditions of Contract	81
A. General Provisions	81
1. Definitions.....	81
2. Relationship Between the Parties.....	82
3. Law Governing Contract.....	83
4. Language.....	83
5. Headings.....	83
6. Communications	83
7. Location.....	83
8. Authority of Member in Charge.....	83
9. Authorized Representatives	83
10. Corrupt and Fraudulent Practices.....	83
B. Commencement, Completion, Modification and Termination of Contract	84
11. Effectiveness of Contract	84
12. Termination of Contract for Failure to Become Effective	84
13. Commencement of Services.....	84
14. Expiration of Contract.....	84
15. Entire Agreement	84
16. Modifications or Variations	84
17. Force Majeure	84
18. Suspension	86
19. Termination	86
C. Obligations of the Consultant	88
20. General	88
21. Conflict of Interests.....	89
22. Confidentiality	90
23. Liability of the Consultant	90
24. Insurance to be Taken out by the Consultant.....	90
25. Accounting, Inspection and Auditing	91
26. Reporting Obligations	91
27. Proprietary Rights of the Client in Reports and Records.....	91
28. Equipment, Vehicles and Materials	91
D. Consultant's Experts and Sub-Consultants	92
29. Description of Key Experts.....	92
30. Replacement of Key Experts.....	92

31. Removal of Experts or Sub-consultants	92
E. Obligations of the Client	93
32. Assistance and Exemptions	93
33. Access to Project Site	93
34. Change in the Applicable Law Related to Taxes and Duties	94
35. Services, Facilities and Property of the Client	94
36. Counterpart Personnel	94
37. Payment Obligation	94
F. Payments to the Consultant	94
38. Contract Price	94
39. Taxes and Duties	95
40. Currency of Payment	95
41. Mode of Billing and Payment	95
42. Interest on Delayed Payments	96
G. Fairness and Good Faith	96
43. Good Faith	96
H. Settlement of Disputes	96
44. Amicable Settlement	96
45. Dispute Resolution	96
Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices	97
III. Special Conditions of Contract	101
IV. Appendices	107
Appendix A – Terms of Reference	107
Appendix B - Key Experts	119
Appendix C – Breakdown of Contract Price	119
Appendix D - Form of Advance Payments Guarantee	Error! Bookmark not defined.

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), including Attachment 1 (Bank's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

Lump-Sum

GrantNo. _____

between

REDD Implementation Center

and

[Name of the Consultant]

Dated: _____

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, *REDD Implementation Center* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[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 grant from the *International Development Association (IDA)*: toward the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the grant 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 Bank, 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 grant agreement or have any claim to the grant proceeds;

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(including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

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, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. 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 *REDD Implementation Center, Babarmahal*

[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]

[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.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

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 Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “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).
- (h) “Day” means a working day unless indicated otherwise.
- (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 the Client’s country.
- (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 the Client’s country.
- (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.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, 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 Bank requires compliance with its policy in regard to corrupt and fraudulent 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 other party, the amount and currency, and the purpose of the commission, gratuity or fee.

Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

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 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 twenty two (22) 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 . |
| 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 | <p>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.</p> <p>16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p> |
| 17. Force Majeure | |
| a. Définition | 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.

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 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.

17.6. 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 fourteen (14) 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.

17.7. 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.

17.8. 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.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44& 45.

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 (f) 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); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (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;
- (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 45.1;

- (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 confirm availability of Key Experts as required in Clause GCC 13.

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 fourteen (14) 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 45.1 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 45.1.
- (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 22, (iii) the Consultant's obligation to permit

inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, 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, by Clauses GCC 27 or GCC 28.

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 GCC19.1.1, 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, the Borrower'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 Borrower'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 38 through 42) 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 the Bank's Applicable Guidelines, 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.

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|--|--|
| <p>b. Consultant and Affiliates Not to Engage in Certain Activities</p> | <p>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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p> |
| <p>c. Prohibition of Conflicting Activities</p> | <p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> |
| <p>d. Strict Duty to Disclose Conflicting Activities</p> | <p>21.1.5 The Consultant has an obligation and shall ensure that its Experts 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 disqualification of the Consultant or the termination of its Contract.</p> |
| <p>22. Confidentiality</p> | <p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> |
| <p>23. Liability of the Consultant</p> | <p>23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p> |
| <p>24. Insurance to be Taken out by the Consultant</p> | <p>24.1 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 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.</p> |

25. Accounting, Inspection and Auditing

25.1 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.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank 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 Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

26. Reporting Obligations

26.1 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.

27. Proprietary Rights of the Client in Reports and Records

27.1 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.

27.2 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 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**.

28. Equipment, Vehicles and Materials

28.1 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.

28.2 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

- 29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 30. Replacement of Key Experts** 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 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.
- 31. Removal of Experts or Sub-consultants** 31.1 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 or 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.
- 31.2 In the event that any of Key Experts, Non-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.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 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

32. Assistance and Exemptions

32.1 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of 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.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 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 Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 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**.

36. Counterpart Personnel

36.1 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**.

36.2 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.

37. Payment Obligation

37.1 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

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 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**.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 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**.

41.2.1 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.

41.2.2 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.

41.2.3 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 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. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.4 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.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, 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**.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 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

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 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 fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions

Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁹;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation¹⁰;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹¹;

⁹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

¹⁰ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

¹¹ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” is 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 party¹²;
- (v) “obstructive practice” is
 - (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 Bank 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 Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures¹³, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated¹⁴ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

¹² For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹³ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁴ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Nepal
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : REDD Implementation Center, Attention : Shankar Adhikari, Undersecretary (Tech.) Facsimile : 977-1-4215261 E-mail (where permitted): adhikarishankar@gmail.com</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[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 SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Shankar Adhikari, Under Secretary, Tech.</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: "N/A"
12.1	Termination of Contract for Failure to Become Effective:

	The time period shall be: 30 days
13.1	Commencement of Services: The number of days shall be Seven days 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.
14.1	Expiration of Contract: The time period shall be 7 months
21 b.	The Client reserves the right to determine on a case-by-case basis 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 Yes.

23.1

The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:

“Limitation of the Consultant's Liability towards the Client:

(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:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds [insert a multiplier, one time the total value of the Contract;

(b) This limitation of liability shall not

(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;

(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”.

[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:

To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited for loss or

	<p><i>damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which 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>"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>"in accordance with the applicable law in the Client's country"</i></p>
27.1	
27.2	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
32.1 (a) through (e)	<p><i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, delete this Clause SCC 32.1.]</i></p>
32.1(f)	<p><i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 32.1(f).]</i></p>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] inclusive of VAT</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall "be paid" by the Consultant.</p>

39.1 and 39.2	<p><i>[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]</i></p> <p>The Client warrants that there will not be any exemption of indirect local tax and the entire obligation for a consulting company as per the Law of Nepal is the responsibility of Consultant.</p>
41.2	<p>The payment schedule:</p> <p>1st payment: 20% of contract price after approval of Inception Report</p> <p>2nd payment: 30% of contract price after approval of Intermediate report(1) containing of felling, measuring and data submission of at least 600 trees.</p> <p>3rd Payment: 30% of contract price after approval of Intermediate report(2) containing of felling, measuring and data submission of all remaining trees under the scope.</p> <p>Final payment: 20% of Contract price after incorporation of comments and suggestions from the client in final report and considered ready to send to WB for further comments including following reports:</p> <ul style="list-style-type: none"> • Measurement data of individual tree with information as per Para 4.4 of TOR. • Laboratory analysis reports of samples. • Submission of entire data collected, analyzed and processed during the assignment. • A complete document with all allometric equation in publishable form to be used for wider dissemination.
41.2.1	NA
41.2.4	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
42.1	The interest rate is: 6% in Local Currency.

45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p><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> <ul style="list-style-type: none">(a) The Client and the Consultant shall attempt to settle amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract arbitrator for the matter in dispute.(b) Any dispute between the Parties as to matters arising pursuant to this Contract which 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 Arbitration within 30 days after the expiration of amicable settlement period.(c) In case of arbitration, the arbitration shall be conducted in accordance with the arbitration procedures published by the Nepal Council of Arbitration (NEPCA) at the place given in the SCC. sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

**Terms of Reference (ToR) for Consultancy Services for
Development of Allometric (Volume, Biomass and Carbon) Equations for 16 Major
Tree Species in Nepal
Contract ID no. NEP-REDD-121486-CS-QCBS**

1. Background

Nepal is one of the leading countries in Reducing Emission from Deforestation and Forest Degradation, sustainable management of forests and conservation and enhancement of forest carbon stocks (REDD+), under the World Bank's Forest Carbon Partnership Facility (FCPF). Its Emission Reduction Program Document (ER-PD) has been included into the Carbon Fund portfolio of the FCPF. Nepal completed implementation of the first phase of the REDD+ readiness project in 2015. Nepal's request for an additional readiness grant was approved by the 21st Participants Committee meeting of the FCPF in 2015. Nepal and the World Bank signed the grant agreement for additional readiness funding of USD 5.2 million in January 2017. This second phase of the readiness project will be completed in December 2019. Among other readiness activities, improvement of the national forest inventory and monitoring system for a robust and functional Monitoring, Reporting and Verification (MRV) system is one of the focused areas of the ongoing 2nd phase of REDD+ readiness. It is expected that Nepal will enter into implementation phase of the REDD+ at the latest January 2020 after negotiation and signing of the Emission Reduction Payment Agreement (ERPA) between the government of Nepal and the World Bank in 2019.

Under the second phase of REDD+ readiness, REDD IC is supporting the Forest Research and Training Centre (FRTC) to strengthen the National Forest Monitoring System (NFMS) to make it compatible to the requirements for REDD+ process which is very important for improving national forest reference level and establishment of a robust and functional MRV system. Developing accurate and country representative allometric equations for 16 major tree species

is one of the major activities proposed for the second phase of the REDD+ readiness project, which will certainly help FRTC in developing a robust and functional NFMS.

Allometric equations are statistical models for calculating tree volume and biomass, using the relationships between different tree characteristics. Which characteristics involved varies between different allometric equations, but some common variables are diameter and tree height. Those variables are relatively easy to measure in the field, compared to measuring the volume and biomass directly for each tree, which is mostly not realistic as it requires a destructive method. Allometric equations for relating tree diameter at breast height (DBH) or other easily measurable variables to standing volume of wood or total biomass, C, and nutrient stocks are commonly used for forest inventories and ecological studies.

Estimation of aboveground biomass is an essential aspect of studies of C stocks and the effects of deforestation and C sequestration on the global C balance. Weighing tree biomass in the field is by far the most accurate method of estimating aboveground tree biomass, but it is an extremely time consuming and destructive method, generally limited to small areas and small tree sample sizes. The need for quantification of carbon stocks for different forest types is also relevant for the emerging carbon credit market under REDD+. Allometric equations can be used to assess many ecosystem services provided by forests, including the estimation of forest carbon stocks, by processing data collected in the field. National forest inventories use allometric equations for REDD+ MRV.

The choice between different allometric equations has large implications for carbon accounting. When estimating the aboveground biomass of a forest, the use of species-specific equations is preferred because trees of different species may differ greatly in tree architecture and wood density.

Allometric equations for different tree species that could be used for Forest Reference Level (FRL) development and MRV for REDD+ process in Nepal are not available. For the FRA purpose, very old allometric model developed by Sharma and Pukala (1990), density base on other countries was used because other models were not available. However, there is a consensus that this model is not accurate and there is a high uncertainty in biomass and carbon estimation using this model. Furthermore, this model does not meet standard and accuracy of

UNFCCC reporting requirements and may not be appropriate to claim the emission reduction credits for the REDD+ results-based payment. So to upgrade the data tire for REDD+process, there is an urgent need to develop species specific allometric equations for major tree species and forest types taking account of FRL as well as MRV of the REDD+ process using robust scientific approach to select the sample trees from different parts of the country representing different management regimes of forest resources. This was also discussed during the development of the second phase of REDD+ readiness grant proposal.

This TOR is developed for the service provider/s who are interested in this assignment to collect the data from sampled trees develop the allometric equations by collecting for major tree species found in different physiographic regions of the country. The data collection should follow the protocol of destructive sampling of trees of various species and regions.

2. Objectives of the Assignment

The main objective of this assignment is to support FRTC and REDD IC for the development of allometric volume, biomass and carbon models. However, this particular assignment is targeted for the collection of data, samples of individual trees of various species to develop accurate allometric equations for 16 major tree species (see section 3.4) found in different ecological regions of the country. Specific objectives of the assignment include:

- To collect tree attributes for estimating aboveground and belowground tree biomass of major tree species of the country. To estimate Fresh, Air dry and Oven dry biomass of tree.
- To develop equation for bark ratio.
- To prepare allometric models/equations (volume, biomass and carbon).
- To publish document incorporating the allometric equations.

3. Scope of the work

Following tasks need to be carried out for successful completion of this assignment:

3.1 Desk Review and analysis

Desk review and analysis of FRA process in Nepal, latest FRA reports published as well as other relevant documents including FRL, MRV reports completed for the REDD+ readiness and other published or unpublished reports related to developing allometric equations in Nepal and other parts of the world is very important for successful completion of this assignment.

3.2 Consultation with the technical committee and other stakeholders

Regular consultations and discussion with technical committee formed to supervise and oversee this assignment under the leadership of FRTC/REDD IC is critical as the consultant team will work under the guidance of the committee. Other related experts from FRTC as well as focal persons from the REDD IC, Department of Forests and Soil Conservation and Ministry of Forests and Environment (if any) will also be consulted regularly. Consultations with the relevant State Ministry officials, representatives of the Local Governments and local communities including the concerned Community Forests Users Groups (CFUGs) are also very important.

3.3 Protocol Development

As the data collection and analysis for the volume, biomass and carbon equation are the complex task, strict protocol should be followed. Fundamentally, FRTC and REDD IC will work for the preparation of protocol. FRTC and REDD IC will review previous protocols and finalize before issuing RFP.

3.4 Sampling design for selection of trees

Sampling design for selection of trees for harvesting and measurement is critical for developing accurate and representative allometric equations. It should be ensured that trees are representatives of all diameter classes; climatic zones/physiographic zones as well as forest management regimes. The sampling design should identify the sufficient number of trees for each species in each physiographic region and also cover the horizontal (East-West) and vertical (North-South) distribution of species should be covered for the data collection.

The firm should work closely with the technical committee and REDD IC and FRTC for the sampling design selection of sample trees.

Samples and measurements should be taken from the following 16 tree species.

17. *Quercus* spp.
18. *Shorea robusta*
19. *Rhododendron* spp.
20. *Terminalia alata*
21. *Pinus roxburghii*
22. *Abies* spp.
23. *Alnus* spp.
24. *Pinus wallichiana*
25. *Betula utilis*
26. *Schima wallichii*
27. *Castanopsis* spp.
28. *Lyonia ovalifolia*
29. *Tsuga dumosa*
30. *Acer* spp.
31. *Picea smithiana*
32. *Lagerstroemia parviflora*

3.5 Harvesting and measurement of trees

After selecting the trees, harvesting and measurements in the field is most vital part of the assignment. Strict protocol needs to be followed for harvesting and measurement. Harvesting includes felling and sectioning of the trees to measure necessary tree attributes. The attributes for volume and biomass of stem, branches and foliage should be measured from the harvested trees for each section separately. Finally, the harvested materials should be handed over to the concerned authorities.

As this assignment also include the preparation of air dry and oven dry ratio, sample should be collected for the air dry/oven dry ratio from various sections of the stem/branch for each species. Certain percent of tree samples for above ground biomass, belowground samples should also be collected for biomass ratio (Above ground/Below ground biomass ratio). So, this assignment also includes the excavation, extraction and measurement of belowground portion of trees for biomass.

3.6. Data Entry

The data collected during the field works should be entered in a systematic data entry form designed by REDD IC and FRTC. All the hard copy data should be also in digital formats.

FRTC and REDD IC should develop a proper data entry system and data base to enter and store the data in a systematic way.

3.7 Data analysis, development and validation of the allometric equations.

Volume, biomass and carbon equation including bark ratio of 16 species will be developed. This assignment includes collection of data to assist the allometric biomass modelling, analysis of data and development and validation of the equation.

4. Reporting and deliverables

4.1 Inception report with detail action plan and timeframe

Inception report with detail action plan and timeframe as well as methodology shall be submitted after the signing of the contract for the assignment. This should be presented at the inception workshop. After incorporating all the feedbacks, suggestions and inputs from the participants of the workshop, the inception report must be finalized and submitted to the FRTC and REDD IC.

4.2 Intermediate reporting

The firm shall submit monthly progress report from the start of the contract.

4.3 Final report

The firm shall submit hard copies with digital copy of final report after completion of the activities to REDD IC. In addition to this, all relevant photographs, maps, raw data, data processing methodology and final data used for completion of the assignment need to be submitted to the FRTC and REDD IC. The firm should submit the hard and digital copies of field data to FRTC and REDD IC. Similarly, the firm should produce a publishable document incorporating the allometric equations and the procedure to come up with the equations for wider dissemination. The firm should also produce 5000 copies of that document.

4.4 Measurement data

The firm should provide the data in a systematic way i.e. designed in a specific data sheets designed by REDD IC/FRTC. The measurement of data from the destructive sampling should

follow the strict protocol for measurement. Following are the major data that should be collected from the individual trees:

- General Information about the location of the tree (such as Physiography, aspect, altitude, forest type, management regime, development status etc.)
 - Species, DBH, Quality, Height
 - Diameter at various sections (including 10 cm top, 20 cm top)
 - Length/Height (of a whole tree or sections of tree)
 - Biomass of stem, branch and foliage
 - Bark thickness
 - Below ground biomass of trees (certain percentage of trees that will be collected for above ground biomass) etc.

4.5 Samples for Laboratory Analysis

The firm should prepare and collect samples for Air Dry and Oven Dry biomass ratio for each tree species. The samples should be disks of sufficient thickness from various part of stem/branch/root of trees. The firm should follow the protocol prepared to collect the disk samples and record the required information precisely.

Drying of sample and further processing will be done in FRTC Lab whereas FRTC will supervise and monitor the processing.

4.6 Submission of Data

The firm should submit all field collected data in hard copies and digital formats. The firm is also responsible for the entering data in designed database system prepared by REDD IC and FRTC. Submission of all relevant photographs, maps, raw data, data processing methodology and final data used for completion of the assignment and other relevant document and information is also required.

5. Team composition and qualification of the firm and experts

5.1 Qualification of the firms

Firms legally registered within the concerned authorities with clear mission, vision and objectives and registered in national VAT system are eligible to apply. The firms should have relevant work experience in Forest Biometric, Forest Inventory, SFM, REDD+ and /or related

field in Nepal. The firm must have registered for at least five years with valid registration, Tax/VAT clearance, demonstrated annual transaction, audit and renewal.

5.2 Team composition, responsibilities and qualification of the team members

The assignment will be executed from a team of experts including **a Team Leader cum Senior Forest Biometrician and 10 field crew. Each field crew will be composed of one Biometrician, two forest technicians and necessary skilled and unskilled field labour.)** Furthermore, Local Resource Persons and the representative of the concern forest authorities are also required to facilitate the field work. Forest Officer from FRTC/REDD IC will be involved in monitoring and quality assurance.

5.2.1 National Team Leader cum Senior Forest Biometrician

Roles and responsibilities: The National Team Leader cum Senior Forest Biometrician will lead the team in close coordination with and under the guidance of the technical committee formed under the leadership of FRTC for overseeing this assignment. The team leader will:

- Study and analyze FRA documents, NFI system and other published or unpublished related documents;
- Develop a plan of actions with timeline of each of the actions after discussion with other team members;
- Coordinate the team and make sure that all the crew members are trained and capable to perform their respective jobs for the assignment;
- Prepare the inception report for presentation in the inception workshop;
- Coordinate consultation meetings and policy discussions at all levels;
- Manage all administrative, financial and other logistic issues of the assignment;
- Make sure that all the field works (harvesting and measurement of selected trees) are completed following a scientific protocol and data are recorded and kept properly.
- Take all responsibilities for the data processing and finalizing the models.
- Prepare final report combining reports from all the thematic experts.

Required qualification: The team leader must be a Nepali national and have strong knowledge on biomass modeling and forest resources assessment. He or She must have minimum qualification and experience as below:

- Hold at least postgraduate degree (Masters, preferably PhD) in forestry with forest modeling as a part of study.
- Have at least 10 years working experience in related field.
- Understanding of statistical software/programming as well as theory and principles of biomass modelling.
- Good understanding of climate change, REDD+, biomass and carbon trading policies and related issues;
- Sound knowledge of forestry sector institutions, current program implementation arrangements and process in Nepal; and;
- Writing, facilitation and communication skills in English and Nepali.
- Having experience of leading a team of experts (must have led at least one similar project)

5.2.2 Statistician/Data Analyst

The expert should have strong knowledge and skill on data handling, processing and analyzing the model. He or She must have minimum qualification and experience as below:

- Hold at least Masters degree (Preferably PhD) in relevant field. Preferences will be given to Forest statistician.
- Have at least 5 years working experience in related field.
- Strong Knowledge and skill on statistical software/programming and data analysis as well as theory and principles of biomass modeling.
- Having experience on similar project

5.2.3 Biometrician

Roles and responsibilities: The Biometrician of the team are responsible for leading the field crews and coordinating respective Forest Assistants and other field crew members to carry out the field works including harvesting and measurement of trees in the field under the guidance of the Team Leader.

Required qualification: The Biometricians must be a Nepali national and have a strong knowledge and skills of forest resource assessment, and sample plot measurement. They must:

- Have minimum qualification of bachelor's degree (preferably master's degree) in forestry;
- Have at least 3 years of work experience in forestry sector (in forest inventory and standing tree measurement will have an advantage);
- Be experienced in managing field crews in forestry related works such as forest resource assessment activities.

5.2.4 Forest Technician

The Forest Assistants are responsible for coordinating the tree harvesting and measurement in the field. They are also responsible for the quality of the data collected in the field. Supervise the harvesting and measurement of the trees to get the accurate data following the guidelines developed by the team under for the field works.

Required qualification: The Forest Assistants must be a Nepali national and have a strong knowledge and skills of forest resource assessment, and sample plot measurement. They should have minimum qualification of Certificate level (preferably BSc) in forestry and work experience in forestry.

5.2.5 Labors

The labors are responsible for actual harvesting of trees. They are also responsible for less destruction of surrounding forest and the quality of harvested trees. Labor having skill on felling and section of trees should be preferred.

6. Inputs to the firm

6.1 Documents and consultations

FRTC and REDD IC will provide access to background documents to carry out the assignment. These include:

- Final reports of the relevant REDD+ readiness studies including MRV and FRL;
- Reports and methodologies about biomass modelling and related works;
- Reports of ongoing NFI system and periodic reports of FRA in Nepal;

Both FRTC and REDD IC will provide the firm necessary help and support for organizing the consultations at all levels.

6.2 Equipment and tools

The firm should purchase the necessary equipments and tools to conduct the assignment. The separate budget should be proposed by the firm and finalized after negotiation with REDD-IC and FRTC. The equipments and tools must be returned in good condition to REDD IC/FRTC after completion of the assignments. Similarly, the firm should provide capacity development trainings and related activities for the handling of the equipment.

6.3 Trainings

FRTC will facilitate the firm for the training and orientation for field crew members regarding field navigation, measurement, data collection and data entry in the field. Field crews will only be mobilized after they are trained properly for the job they will carry out.

7. Supervision, Monitoring and Quality control

FRTC and REDD IC will be responsible for supervision, monitoring and quality control of the data taken in the field by the firm. Separate budget will be allocated for this purpose (Firm will not be responsible for the cost associated with this). The firm will carry out the activities under the coordination and supervision of the technical committee formed for this assignment. Supervision and monitoring of the work will be done simultaneously with the measurement activities conducted by the field crews. FRTC staff will supervise and facilitate the measurement process during the field inventory.

8. Safety and Precaution

Firm should be ensured all the safety and security measures such as full safety equipment and accessories for each crew including First Aid, field gear, insurance etc.

9. Intellectual Property Rights

All the data collected in the field, daily field books, original sets of maps used, processed data and the database developed during this assignment will be the property of FRTC and must be submitted to the FRTC along with the final report by the consulting firm. The data should not be used for any other purpose or transferred to any third party for any reasons without the prior written consent of FRTC.

10. Selection Process and Criteria

Selection process of the qualified firm/s will start from advertising for “Expression of Interest (EoI)”. The shortlisted firms based on EoIs submitted will be requested to submit the full proposal following THE WORLD BANK Procurement Regulations for IPF Borrowers, July 2016 Revised November 2017 and August 2018.

11. Work Schedule

The assignment should be completed by June 2020. Further details of the assignment will be provided in RFP

12. Reports to be delivered:

S.No.	Reports	timeline	Number of copies	Remarks
1	<i>Inception Report with detailed action plan and time frame</i>	<i>15 days from the date of signing the contract.</i>		
2	<i>Monthly Progress report</i>	<i>Within 5 days of next month</i>		
3	<i>Intermediate Report (1): Report should contain measurement sheet related to tree felling and measurement of 550 trees.</i>			
4	<i>Intermediate Report (2): Report should contain measurement sheet related to tree felling and measurement of remaining 542 trees.</i>	<i>Within 6 months from the contract date.</i>		
5	<i>Final Report including following:</i>			
5.1	<i>Laboratory Analysis and results of Samples</i>			
5.2	<i>Measurement data of individual tree with information as in Para 4.4 of TOR</i>		5000	

5.3	Final report/documents incorporating allometric equations of 16 species (5000 copies).			

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 of the Consultant's Proposal. Highlight the changes to Section 7 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.]

.....

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.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract. ”/