



# Millennium Challenge Account Nepal (MCA-Nepal)

## SPECIFIC PROCUREMENT NOTICE (SPN)

|   |   |
|---|---|
| Country   | Nepal   |
| City Locality                                   | Kathmandu   |
| Project Name                                    | Electricity Transmission                                      |
| Procurement Title                               | <b>Forestry Expert Service</b>                                |
| Procurement Ref. Number as per Procurement Plan | MCA-N/ETP/ICS/040   |
| Type of Procurement                             | <b>Individual Consultants (IC)</b>                            |
| MCA Entity                                      | Millennium Challenge Account Nepal                            |
| First Publication Date (on newspaper)           | <b>16 March 2021</b>  |
| Submission Deadline                             | <b>06 April 2021, 15.00 Hours Nepal local time (GMT+5.45)</b> |

The Federal Democratic Republic of Nepal, acting through the Ministry of Finance (the “Government”) and the United States of America, acting through the Millennium Challenge Corporation (“MCC”), entered into a Millennium Challenge Compact on September 14, 2017, providing for a grant of up to FIVE HUNDRED MILLION United States Dollars (US \$500,000,000) to advance economic growth and reduce poverty in Nepal (the “Compact”), to which the Government will contribute up to US\$130,000,000 for a program to reduce poverty through economic growth in Nepal, and intends to apply part of the proceeds toward payments under the contract to be awarded for **Forestry Expert Service**

MCA-Nepal now invites Application with Financial Proposal from eligible consultants to assist MCA-Nepal in works related to forest clearance and compensatory reforestation for the ETP project and to ensure that the implementation of the ETP is in compliance with the MCC’s Environmental Guidelines, IFC Performance Standards and the Environmental Impact Assessment (EIA).

Procurement will be conducted through the **Individual Consultants (IC) Selection** procedures as specified in the MCC Program Procurement Guidelines (PPG), and is open to all eligible bidders or consultants as defined in the PPG.

A complete set of Letter of Invitation documents may be obtained by interested eligible bidders upon the submission of a written application at the following address [MCANepalPA@cardno.com](mailto:MCANepalPA@cardno.com) with cc to [MCANepalPA@mcanp.org](mailto:MCANepalPA@mcanp.org) and [gokul.mishra@cardno.com](mailto:gokul.mishra@cardno.com).

Application with Financial Proposal must be delivered to the address below on or before **06 April 2021, 15.00 Hours Nepal local time (GMT+5.45)**. Electronic bidding will only be permitted. Late bids or proposals will be rejected.

Contact Information:

|  |   |
|--|---|
| <b>The address(es) referred to above is (are):</b> | The File request link (Dropbox link) for <b>submission of Application is as follows:</b><br><a href="https://www.dropbox.com/request/ytQMufAZVQXHmhwbW56g">https://www.dropbox.com/request/ytQMufAZVQXHmhwbW56g</a> |
|--|---|



**MILLENNIUM CHALLENGE ACCOUNT NEPAL**

**On Behalf of:**

**The Government of Nepal**

**Selection of Individual Consultant**

**for**

**Forestry Expert Service  
MCA-N/ETP/ICS/040**

**\*\*\***

**16 March 2021**

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# 1. Letter of Invitation

Kathmandu, Nepal  
16 March 2021

## Forestry Expert Ref: MCA-N/ETP/ICS/040

The Federal Democratic Republic of Nepal, acting through the Ministry of Finance (the “Government”) and the United States of America, acting through the Millennium Challenge Corporation (“MCC”), entered into a Millennium Challenge Compact on September 14, 2017, providing for a grant of up to FIVE HUNDRED MILLION United States Dollars (US \$500,000,000) to advance economic growth and reduce poverty in Nepal (the “Compact”), to which the Government will contribute up to US\$130,000,000 for a program to reduce poverty through economic growth in Nepal. The Government, acting through the Millennium Challenge Account-Nepal (the “MCA-Nepal”), intends to apply a portion of the MCC Funding to eligible payments under a contract for which this Letter of Invitation (“LoI”) is issued.

The Compact program includes investment from MCC of approximately US\$500 million and an additional US\$130 million from the Government, for a total of approximately US\$630 million. It includes two projects: (i) construction of about 300 kilometers of 400kV electricity transmission lines, three substations, and technical assistance for the power sector; and (ii) technical assistance to improve the road maintenance regime and road maintenance works on about 300 kilometers of the strategic road network. The program would include the procurement of contractors and consultants for design, construction and supervision of electricity lines and substations, road maintenance works, including a variety of technical services, equipment and construction works in different geographic locations within Nepal. These contracts will be competed through open international procurement procedures.

This Letter of Invitation follows the General Procurement Notice that appeared in dgMarket, UNDB Online and MCA-Nepal web site on 6 October 2020.

### Summary of Services:

The MCA-Nepal now invites technical and financial proposals from eligible Individual Consultants to provide the consultant services as “**Forestry Expert**”.

**Contract start date and duration.** The proposed position shall be based in Kathmandu with frequent field visits as required to implement the forest-related activities. The assignment is expected to start by **end of April 2021** subjected to MCA-Nepal issuing the Notice to Proceed and will have a full-time input for a duration of **24 months** with the possibility of extension subject to requirements, the Consultant’s performance and the availability of funds.

The required qualifications for the Individual Consultant to be considered are indicated in the

Terms of Reference (“TOR”). Please refer to the detailed Terms of Reference included in the LoI document but among other requirements, these qualifications include:

- a. Bachelor’s Degree in Forestry or Master's degree in Environmental Science or Botany or Natural Resource Management.
- b. The consultant shall have a minimum of 10 years' general experience; and at least 5 years of particular experiences in the field of planning, studies and implementation of at least two (2) similar projects that required forest census, clearances and reforestation activities.
- c. Familiarity with international environmental safeguard guidelines and policies of major donors, including IFC Performance Standards.
- d. At least 12 months of working experience in Nepal in related areas with international donor-funded programs/projects such as MCC, ADB, JICA, KfW, EIB and the WB.
- e. Working experiences with government or relevant project implementation experiences with implementing agencies (IAs) and having knowledge of government policies and procedures, specifically in the forestry and environment sectors.
- f. Strong interpersonal communication, stakeholder engagement and negotiation skills.
- g. Working experience in rural areas of Nepal with communities, people, local and central governmental line agencies, NGOs, and different caste and ethnic groups, including indigenous peoples.
- h. Ability to communicate in English and Nepali language are required and ability to speak other local languages would be an advantage.

***The main objective of the assignment:*** The main objective of the assignment is to assist MCA-Nepal in works related to forest clearance and compensatory reforestation for the Electricity Transmission Project (ETP) and to ensure that the implementation of the ETP is in compliance with the MCC’s Environmental Guidelines, IFC Performance Standards and the Environmental Impact Assessment (EIA).

**Application Procedure:** Consultants should register their interest by sending an e-mail (with subject: **Forestry Expert** to the Procurement Agent to the email address [MCANepalPA@Cardno.com](mailto:MCANepalPA@Cardno.com), providing their full contact details.

Interested Individual Consultants are requested to submit their **Application/Cover Letter, CV, and reference letters from past employers or colleagues** and the **financial proposal as separate files in a single submission with substantiation of the consultancy rate submitted therein (for example a copy of past contracts)** using the four (4) forms provided for this purpose in the LoI documents.

**Selection Procedure:** The Consultant will be selected in accordance with the procedures for

selection of Individual Consultants set out in the MCC Program Procurement Guidelines (P1.B.3.10) which are provided on the MCC website ([www.mcc.gov](http://www.mcc.gov)).

The selection process comprises two stages: first, MCA Nepal will select the consultants with the most appropriate CV/qualifications and experience using the criteria provided in the LoI document. At second stage, the financial offer of the most qualified consultant (who has attained highest total marks from stage one) will be opened. Contract award is subject to successful negotiations and a price reasonableness analysis. If contract negotiations fail, MCA-Nepal will invite the next ranked candidate to negotiate the contract and so on.

Any clarification may be requested latest by **26 March 2021, 12 Noon (Nepal time) by sending an email to [MCANepalPA@Cardno.com](mailto:MCANepalPA@Cardno.com)** and MCA-Nepal will respond to the requests for clarification by **30 March 2021**.

The consultant shall upload the complete set of application files (Application/Cover letter, CV in one pdf file, and financial proposal and Biographical data sheet in second pdf file using the four (4) forms provided) and using the File Request Link provided under Annex 1 to this LoI.

The consultant shall submit his/her proposal no later than **06 April 2021, 15.00 Hours Nepal local time (GMT+5.45)**. Proposals shall be submitted only via the provided File Request Link (FRL). The submission through other means such as hard copy or email shall not be accepted. The provided FRL for uploading the proposals will expire on the date and time of the deadline for submission, thus no late proposals will be received. Detailed procedure for submission is mentioned **Annex 1** of the LoI document.

Yours sincerely,  
**For MCA-Nepal:**

.....  
**Khadga Bahadur Bisht**  
Executive Director, MCA-Nepal

# Annex 1 to Letter of Invitation

## Procedure for Electronic Submission of Proposals

1. The File request link (Dropbox link) for **submission of Application is as follows:** <https://www.dropbox.com/request/ytQMufAZVQXHmhwbW56g> The File Request Link (via email) shall be used to submit its Entire Proposal. For the avoidance of doubt, Entire Proposal = Technical Proposal [Application/Cover Letter + CV] + Financial Proposal [Financial Proposal Submission Form + Biographical Data Sheet].

Instruction for uploading your submission:

- Click on this link/type this link correctly in a browser.
- Click on **Choose file** (your submission and all relevant documents and click upload)
- Click on **+Add another file** (Optional, only if you have more than one file and so on for other files)
- Enter your: **First name, Last name and Email address**
- Click **Upload**

Done

2. The Dropbox File Request Link shall expire on the proposal submission deadline, that is **06 April 2021, 15.00 Hours Nepal local time (GMT+5.45)**.
3. All submitted documents (whether as standalone files or files in folders) shall be in pdf format.
4. There is no requirement of protecting Financial Proposal by using password. However, if the applicant chooses to protect the Financial Proposal using password, the applicant must provide correct password for his/her Financial Proposals at a later date, when asked to provide the same. The submission of incorrect password or late password shall be reasons for rejection of the application.
5. The Technical application submission (Application/Cover letter, CV) and Financial Proposals submission (Financial Proposal Submission Form and Consultant Biographical data sheet) shall be submitted in separate pdf(s) files.
6. The Technical and Financial Proposals shall not exceed 10GB each.
7. Consultants are informed that the capability of their internet bandwidth will determine the speed in which their proposals are uploaded via the File Request Link. Consultants are therefore advised to commence the process of uploading their proposals via the File Request Link in good time before the proposal submission deadline.
8. Consultant who attained the highest score shall be invited for negotiation. Should contract negotiations with top ranked Consultant are not successful, the next top ranked



Consultant shall be asked to provide the password for his/her financial proposal and so on.

9. The Technical and Financial Proposals shall be submitted via the File Request Link only. Proposals submitted by email or hand/hard copy shall not be accepted. Also, only Entire Proposals shall be submitted by the proposal submission deadline. A Consultant who submits only the Technical Proposal or only the Financial Proposal shall have its Proposal rejected.
10. Consultants should use the filename framework for the Proposals as follows:
  - a. Technical Proposals filename: ***Forestry Expert TechPro [Consultant name]  
MCA-N-ETP/ICS/040***
  - b. Financial Proposals filename: ***Forestry Expert FinPro [Consultant name]  
MCA-N/ETP/ICS/040***

## 2. Terms of Reference

### Terms of Reference for Forestry Expert

**Entity:** Millennium Challenge Account Nepal (MCA-Nepal)

**Project:** Electricity Transmission Project (ETP)

**Required Number:** One

#### Job Description:

**Position:** Forestry Expert

**Division:** Project Delivery

**Report to:** ESP Specialist (Environment)

**Types:** Consultant on Contract

**Duration:** 24 months (with possibility of extension)

#### Background of the Project:

The Millennium Challenge Corporation (MCC) Compact Program under MCA-Nepal includes two projects: (i) Electricity Transmission Project (ETP): construction of about 300 kilometers of 400 kV double circuit transmission lines; three new substations (at Ratmate, Nuwakot District; New Damauli, Tahanu District; New Butwal, Nawalparasi District – West of BardghatSusta); extension of two 400 kV substations (at Lapsiphedi, Kathmandu District and New Hetauda, Makawanpur District); and technical assistance activities to improve sustainability of the power sector; and (ii) Road Maintenance Project (RMP): (a) funding for technical assistance and capacity building to Nepal's Department of Roads and Road Board Nepal, and (b) up to 305 kilometers of maintenance works on Nepal's strategic road network.

The program will include the procurement of contractors and consultants for design, construction and supervision of electricity lines and substations, road maintenance works, and includes a variety of technical services, equipment and construction works in different geographic locations within Nepal.

#### Introduction:

In the context of Compact implementation, MCA-Nepal requires the services of a Forestry Expert to support several environmental compliance aspects and to help the ETP team to resolve forestry related issues that may arise during implementation. The Forestry Expert will work under the functional supervision of the Environmental and Social Protection (ESP) Specialist

and overall supervision and management of the Project Manager (Transmission Line) with the guidance of the Quality Assurance Manager: Environment, Health and Safety.

**Objective:**

The main objective of the assignment is to assist MCA-Nepal in works related to forest clearance and compensatory reforestation for the ETP project and to ensure that the implementation of the ETP is in compliance with the MCC’s Environmental Guidelines, IFC Performance Standards and the Environmental Impact Assessment (EIA).

**Job Station:**

The proposed position shall be based in Kathmandu with frequent field visits as required to implement the forest-related activities.

**Scope of Work:**

The Consultant will assist MCA-Nepal’s Project Managers (Transmission Line and Sub-station) and ESP Specialist (Environment) in implementing forest clearance and compensatory reforestation activities as per the processes and procedures of the Government of Nepal (GoN), in close coordination with (i) the office of Department of Forests and Soil Conservation, (ii) concerned Divisional/Sub-divisional Forest Offices (iii) Environment and Biodiversity Division, particularly EIA section under MoFE, (iv) concerned Community Forest User Groups (CFUGs) and concerned district level line agencies, and (iv) MCA-Nepal’s Grievance Redress Mechanism (GRM) team.

The table below describes the roles and responsibilities of the Consultant.

| <b>Roles and Responsibilities:</b> |   |
|------------------------------------|---|
| (i)                                | Coordinate and communicate with concerned government departments such as the Forest Research and Training Center and Department of Forests and Soil Conservation; and work closely with Project Engineers (Construction Supervision for Transmission Lines and Substation Activities for Electricity Transmission Project) to verify the data and information of the tree census and survey of each affected forest area to ensure that information on forest clearance is reliable and consistent. |
| (ii)                               | Assist MCA-Nepal in preparing work plans (or micro plan) for implementing all forest clearance activities including finalizing the area for compensatory plantation and its procedures etc.   |
| (iii)                              | In close coordination with concerned Divisional/Sub-Divisional Forest Offices and government line agencies, assist MCA-Nepal in organizing consultation meetings with project-affected CFUGs and Livelihood Forest User Groups (LHFUGs), and other relevant stakeholders. Keep records of all meetings held in the ETP districts.   |

- (iv) Ensure that the forest clearance activities are in line with government policies and procedures.
- (v) Assist in the census and demarcation of the trees to be felled within the Transmission Line (TL) and substation area.
- (vi) Regularly maintain and update a database of forest-related activities in which MCA-Nepal is involved.
- (vii) Assist MCA-Nepal to liaise, communicate and coordinate with concerned Chief District Officers (CDO), Division/Sub-division Forest Officers, other GoN line agencies and other stakeholders for the distribution of compensation for trees on private land.
- (viii) Organize meetings, including Compensation Fixation Committee (CFC) meetings, to facilitate the tree clearance process.
- (ix) Assist in the selection of the land for compensatory plantations, and in species selection, nursery establishment and the development and implementation of the compensatory plantation plan.
- (x) Assist in all other activities required related to forest clearance and forest compensation.
- (xi) Assist as required in other activities for the implementation of the Livelihood Restoration Plan (LRP) and Environmental, Social, Health and Safety Management Plan (ESHSMP).

**Deliverables:**

The Consultant shall submit a monthly progress report, no later than the tenth calendar day of the next calendar month.

The monthly report shall include at least the following information:

- Progress update on the census of the trees to be felled;
- Progress on the demarcation for clearance;
- Progress on compensation payments for private trees;
- Progress update on the trees felled by the contractor;
- Update on compensatory plantation plan;
- Progress in the preparation of reforestation plantation sites;
- Progress in the nursery activities;
- Progress in reforestation tree planting and protection;
- Update on the survival and growth of reforestation plantations;
- Summary table of grievances recorded and their status;
- Progress update on LRP implementation programs for CFUGs and LHFUGs;
- Risks and mitigation strategies;

- |  |
|--|
| <ul style="list-style-type: none"><li>• Proposed work plan for the upcoming month.</li><li>• Any other relevant information that needs MCA-Nepal attention</li></ul> |
|--|

### **Minimum Qualifications and Requirements:**

The Forestry Expert must have;

- a. Bachelor's Degree in Forestry or Master's degree in Environmental Science or Botany or Natural Resource Management.
- b. The consultant shall have a minimum of 10 years' general experience; and at least 5 years of particular experiences in the field of planning, studies and implementation of at least two (2) similar projects that required forest census, clearances and reforestation activities.
- c. Familiarity with international environmental safeguard guidelines and policies of major donors, including IFC Performance Standards.
- d. At least 12 months of working experience in Nepal in related areas with international donor-funded programs/projects such as MCC, ADB, JICA, KfW, EIB and the WB.
- e. Working experiences with government or relevant project implementation experiences with implementing agencies (IAs) and having knowledge of government policies and procedures, specifically in the forestry and environment sectors
- f. Strong interpersonal communication, stakeholder engagement and negotiation skills.
- g. Working experience in rural areas of Nepal with communities, people, local and central governmental line agencies, NGOs, and different caste and ethnic groups, including indigenous peoples.
- h. Ability to communicate in English and Nepali language are required and ability to speak other local languages would be an advantage.

### **Duration of Service**

The assignment is expected to start by end of April 2021 subjected to MCA-Nepal issuing the Notice to Proceed and will have a full-time input for a duration of **24 months** with the possibility of extension subject to requirements, the Consultant's satisfactory performance and the availability of funds.

### **Facilities Provided By MCA-Nepal**

MCA-Nepal shall not provide any facilities to the Consultant, except a work station in the office and internet connectivity. The Consultant shall manage all the requirements themselves and all associated costs be included in their proposal such as:

- i) third party liability insurance
- ii) professional liability insurance as required in the contract
- and iii) transportation and Daily Subsistence Allowance (DSA) expenses for 180 days travel/year to site.

However, for invoicing and payment purposes the DSA shall be paid as per actual days travelled to site. Please note that before any travel, the Consultant need to seek approval of the Contract Manager.

**Mode of Payment**

The Individual Consultant fees shall be paid on a monthly basis upon acceptance of the Consultant's monthly report. All mobilization, travel expenses, per-diem and other expenses for the performance of the assignment shall be governed by the Consultant.

### 3. Evaluation Criteria

The Consultant is required to obtain a minimum of **72 (Seventy-Two)** points in order to qualify for the interview. The number of candidates to be interviewed will be determined at the sole discretion of MCA-Nepal. The Consultant with the **highest** score will be recommended for award subject to satisfactory references being obtained and agreement on the rate and contents of the Financial proposal.

In the event that a Contract cannot be agreed between MCA-Nepal and the first-ranked Consultant, the second-ranked Consultant will then be invited for negotiations and so on.

If none of the scores awarded by the Technical Evaluation Panel (TEP) reach or exceed the minimum technical score **72 (Seventy Two)** points, the MCA Entity reserves the right to invite the Consultant receiving the highest technical score to negotiate both its Technical and Financial Proposals. If the negotiations fail to result in an acceptable contract within a reasonable time, the MCA Entity reserves the right to terminate the negotiations, at its sole discretion, and to invite—again, at its sole discretion—the Consultant receiving the next highest technical score to negotiate both its Technical and Financial Proposals.

The selection of the Individual Consultant will be based on the following criteria:

| ITEM       | CRITERIA   | POINTS     |
|------------|--|------------|
| <b>1</b>   | <b><i>Minimum qualifications</i></b>   | <b>100</b> |
| 1.1        | Bachelor's Degree in Forestry or Master's degree in Environmental Science or Botany or Natural Resource Management.  | <b>15</b>  |
|            | <b>Experience</b>  |            |
| <b>1.2</b> | The consultant shall have a minimum of 10 years' general experience;   | <b>5</b>   |
| <b>1.3</b> | At least 5 years of particular experiences in the field of planning, studies and implementation of at least two (2) similar projects that required forest census, clearances and reforestation activities.                           | <b>15</b>  |
| <b>1.4</b> | Familiarity with international environmental safeguard guidelines and policies of major donors, including IFC Performance Standards.   | <b>10</b>  |
| <b>1.5</b> | At least 12 months of working experience in Nepal in related areas with international donor-funded programs/projects such as MCC, ADB, JICA, KfW, EIB and the WB.  | <b>10</b>  |
| <b>1.6</b> | Working experiences with government or relevant project implementation experiences with implementing agencies (IAs) and having knowledge of government policies and procedures, specifically in the forestry and environment sectors | <b>15</b>  |

|            |   |            |
|------------|---|------------|
| <b>1.7</b> | Working experience in rural areas of Nepal with communities, people, local and central governmental line agencies, NGOs, and different caste and ethnic groups, including indigenous peoples. | <b>15</b>  |
| <b>1.8</b> | Ability to communicate in English and Nepali languages are required and ability to speak other local languages would be an advantage.   | <b>5</b>   |
|            | <b>Sub-Total</b>  | <b>90</b>  |
| <b>1.9</b> | <b>Interview to Judge</b> strong interpersonal communication, stakeholder engagement and negotiation skills.  | <b>10</b>  |
|            | <b>Total Score</b>  | <b>100</b> |

Note: The Consultant must obtain minimum 6 marks in interview to be recommended for the award. Top ranked consultants shall be called for interview as per discretion of MCA-Nepal.

|                       |   |
|-----------------------|---|
| <b>Scoring System</b> | <p><b>0</b> = Not meeting the requirements</p> <p><b>1</b> = Material deviation from the requirements</p> <p><b>2</b> = Significant deviation from the requirements</p> <p><b>3</b> = Marginal deviation from the requirements</p> <p><b>4</b> = Meeting the requirements</p> <p><b>4.3</b> = Marginally exceeding the requirements</p> <p><b>4.7</b> = Significantly exceeding the requirements</p> <p><b>5</b> = Outstandingly exceeding the requirements</p> |
|-----------------------|---|



## **4. Proposal Forms**

## 4.1 Application /Cover Letter

[*Location, Date*]

Executive Director,  
Millennium Challenge Account Nepal  
Address: **East Wing-2nd & 3rd Floor, Lal Durbar Convention Centre  
Yak & Yeti Complex, Durbar Marg, Kathmandu, Nepal**  
**Attention: Procurement Agent**

Dear Sir,

**Re: Procurement of Consultant Services for  
Forestry Expert**

**Ref No: MCA-N/ETP/ICS/040**

Dear Sir/Madam,

I, the undersigned, offer to provide the consulting services for the above-mentioned assignment in accordance with Letter of Invitation dated [*Date*].

I hereby submit my Qualifications including my latest updated Curriculum Vitae which contains among others my previous relevant assignments and references with complete contact details.

I hereby declare that all the information and statements made in this document are true and correct. I accept that any misinterpretation contained herein can lead to my disqualification.

I hereby certify that I am not engaged in, facilitating, or allowing any of the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines and that I will not engage in, facilitate, or allow any such prohibited activities for the duration of the Contract. Further, I hereby provide my assurance that the prohibited activities described in Part 15 of the MCC Program Procurement Guidelines will not be tolerated by myself. Finally, I acknowledge that engaging in such activities is cause for suspension or termination of employment or of the Contract. I further certify that I am eligible to be awarded an MCC-funded contract as per Part 10 of the MCC Program Procurement Guidelines.

If negotiations are held during the initial period of validity (**90 days from date of submission stated in the Letter of Invitation**) of the Application, I undertake to negotiate on the basis of my availability for the assignment.

My submission is subject to modifications arising from Contract negotiations.

I undertake, if my proposal is accepted, to initiate the consulting services on the date indicated in the Letter of Invitation.

I understand that you are not bound to accept any submissions that you may receive.

Yours Sincerely,

[Authorized Signatory]

[Name and Title of Authorized Signatory]

## 4.2 Curriculum Vitae (CV) Form

|   |  |
|---|--|
| <b>Name</b>   | [Insert full name]   |
| <b>Date of Birth</b>  | [Insert birth date]  |
| <b>Nationality</b>  | [Insert nationality]   |
| <b>Education</b>  | [Indicate college/university and other specialized education, giving names of institutions, degrees obtained, and dates of obtainment].  |
| <b>Membership in Professional Associations</b>  | [insert information]   |
| <b>Other Training</b>   | [Indicate appropriate postgraduate and other training]   |
| <b>Countries of Work Experience</b>   | [List countries where the consultant has worked in the last ten years]   |
| <b>Languages</b>  | [For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing]   |
|   | Language      Speaking      Reading      Writing   |
| <b>Demonstrated Strong interpersonal communication, stakeholder engagement and negotiation skills</b> |  |
| <b>Employment Record</b>  | [Starting with present position, list in reverse order every employment held by the consultant since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.] |
|   | From [month] [year]:    To [month] [year]:   |
|   | Employer:  |
|   | Position(s) held:  |
|   | Caste and ethnic groups, including indigenous peoples worked with:   |

**Work undertaken that best illustrates capability to handle the tasks assigned**

[Among the assignments in which the consultant has been involved, indicate the following information for those assignments that best illustrate his/her capability to handle the tasks listed in the LOI]

Name of assignment or project:

Year:

Location:

MCA Entity:

Main project features:

Position held:

activities/tasks performed:

**References:**

*[List at least three individual references with Substantial knowledge of your work. Include each reference's name, title, phone and e-mail contact information. MCA-Entity reserves the right to contact other sources as well as to check references, in particular for performance on any relevant MCC-funded projects.]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I, the undersigned, hereby declare that I agree to participate in the above-mentioned assignment. I further declare that I am able and willing to work for the period foreseen in the above referenced in the Letter of Invitation.

Signature

Date

## 4.3 Financial Proposal Submission Form

[*Location, Date*]

Executive Director,  
Millennium Challenge Account Nepal  
Address: **East Wing-2nd & 3rd Floor, Lal Durbar Convention Centre  
Yak & Yeti Complex, Durbar Marg, Kathmandu, Nepal**  
**Attention: Procurement Agent**

Dear Sir,

**Re: Procurement of Consultant Services for Forestry Expert**  
**Ref No: MCA-N/ETP/ICS/040**

Dear Sir/Madam,

Having examined the Letter of Invitation Documents, I am pleased to submit the following financial proposal for the services to be provided:

*[Include fully loaded rate for year 1 and year 2 including airfare, accommodation, third party liability insurance, professional liability insurance, transportation and Daily Subsistence Allowance/per diem for 180 days/year and other expenses]*

*[Below also Include salary<sup>1</sup> history for the past three years and attach breakdown of financial proposal].*

I understand that you are not bound to accept any proposal you may receive and that a binding contract would result only after final negotiations are concluded on the basis of the technical and price components proposed.

Yours Sincerely,

[Authorized Signatory]

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<sup>1</sup> Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances

[Name and title of Signatory]

Note:

1. Financial Proposal should be password protected and the password shall be provided to MCA-N before contract negotiation.
2. Include the Breakdown of your financial proposal for evaluation and negotiations purpose inside financial proposal file, which will be password protected. The breakdown shall include: (1) Consultancy Fees (Level of Effort and Monthly Rate); (2) Travel Expenses; (3) Accommodation and Meals in Nepal;
3. Also, include salary history for the past three years under Consultant Biographical data Sheet attached below.
4. Local Consultants (citizen of Nepal or permanent resident of Nepal) should state the amount of Tax separately, if the amount of tax is not stated separately, the proposal will be considered Tax inclusive.

**4.4 CONSULTANT BIOGRAPHICAL DATA SHEET**

|  |                          |  |  |
|--|--------------------------|--|--|
| <b>1. Name (Last, First, Middle)</b>               |                          | <b>2. Consultant's Name</b>                                  |  |
| <b>3. Employee's Address (include ZIP code)</b>    |                          | <b>4. Contract Number<br/>Ref No: MCA-<br/>N/ETP/ICS/040</b> | <b>5. Position Under<br/>Contract</b><br><br>Forestry Expert |
|  |                          | <b>6. Proposed rate</b>                                      | <b>7. Duration of<br/>Assignment 24<br/>Months</b>           |
| <b>8. Telephone Number (include<br/>area code)</b> | <b>9. Place of Birth</b> | <b>10. Citizenship</b>                                       |  |

**11. SPECIFIC CONSULTANT SERVICES (give last three (3) years)**

| SIMILAR LONG-TERM<br>SERVICES PERFORMED | EMPLOYER'S NAME AND<br>ADDRESS<br>POINT OF CONTACT<br>& TELEPHONE # | Dates of Employment<br>(mm/dd/yyyy) |    | Days at<br>Rate | Monthly<br>Rate<br>In Dollars |
|---|---|-------------------------------------|----|-----------------|-------------------------------|
|   |   | From                                | To |                 |                               |
|   |   |                                     |    |                 |                               |
|   |   |                                     |    |                 |                               |
|   |   |                                     |    |                 |                               |

**12. CERTIFICATION:** To the best of my knowledge, the above facts as stated are true and correct.

|           |      |
|-----------|------|
| Signature | Date |
|-----------|------|

**Note: Please attach the copy of the Contract(s) in Support of the rates stated above.**



## 5. Conditions of Contract and Contract



### CONTRACT FOR CONSULTANT'S SERVICES

Contract No. MCA-N/ETP/ICS/040

between

MILLENNIUM CHALLENGE ACCOUNT NEPAL

and

*[Name of the Consultant]*

for

**Forestry Expert**

Dated: *[Date]*

# Form of Contract

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Millennium Challenge Account - Nepal** (the “MCA Entity”), on the one part, and [full legal name of Consultant] (the “Consultant”), on the other part.

WHEREAS, the MCA Entity has accepted the Consultant’s proposal for the performance of the Services (the “Services”) described in the Description of Services in Appendix A, and the Consultant is capable and willing to perform said Services.

THE MCA ENTITY AND THE CONSULTANT (the “Parties”) AGREE AS FOLLOWS:

1. This Contract, its meaning, interpretation and the relation between the Parties shall be governed by the applicable law of **Nepal**.
2. The Contract is signed and executed in English language, and all communications, notices and modifications related to this Contract shall be made in writing and in the same language.
3. The total Contract price is [*insert amount and the currency*] and is [*indicate: inclusive or exclusive*] of local taxes. The contract price includes all costs associated with the assignment, including remuneration of the Consultant (foreign and local, in the field and at the Consultants’ home office), travel expenses, accommodation, per diem and other expenses.
4. The expected date for the commencement of the Services is [*insert date, month and year*] at [*insert location*]. The time period shall be [*insert time period, e.g.: twelve months and end date, insert date, month and year*]
5. The MCA-Nepal designates the [*Insert Name and Title reporting Point of Contact*] as the MCA-Entity’s reporting point of contact.
6. Any dispute, controversy or claim that cannot be amicably settled between the parties and arising out of, or relating to this Contract or the breach, termination or invalidity thereof, shall be finally settled by **Nepal Council of Arbitration (NEPCA) with the applicable laws of Nepal**.
7. The following documents form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 “MCC Policy – Corrupt and Fraudulent Practices, Attachment 2 “Annex to General provisions”)
  - (b) Appendices:
    - Appendix A: Description of Services and Reporting Requirements
    - Appendix B: CV of the Expert
    - Appendix C: Bank Details of Consultant

Appendix D: Negotiated Staffing Schedule

SIGNED:

For and on behalf of *[Name of MCA Entity]*

---

*[Authorized Representative of the MCA Entity – name, title and signature]*

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

---

*[Consultant – name and signature]*

# General Conditions of Contract

- 1. Corrupt and Fraudulent Practices**            1.1    The Millennium Challenge Corporation (“MCC”) requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1**.
- 2. Commissions and Fees Disclosure**    2.1    The MCA Entity requires that 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 MCC.
- 3. Force Majeure**

  - a. Definition**            3.1    For the purposes of this Contract, “Force Majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a Party, and is not the result of any acts, omissions or delays of the Party relying on such event of Force Majeure, (or of any third person over whom such Party has control, (b) is not an act, event or condition the risks or consequence of which such Party has expressly agreed to assume under this Contract, (c) could not have been prevented, remedied or cured by such Party’s reasonable diligence, and (d) makes such Party’s performance of its obligations under this Contract impossible or so impractical as to be considered impossible under the circumstances. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
  - b. No Breach of Contract**    3.2    The failure of a Party to fulfil any of its obligations under this Contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of Force Majeure.
  - c. Measures to be Taken**    3.3    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.

3.4 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.

3.5 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 MCA Entity, 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 MCA Entity, 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.

3.6 In the case of disagreement between the Parties as to the existence or extent of and event of Force Majeure, the matter shall be settled in accordance with GCC Clause 17.

#### **4. Suspension**

4.1 The MCA Entity may, by written notice of suspension to the Consultant, suspend part or 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 seven (7) calendar days after receipt by the Consultant of such notice of suspension or if MCC has suspended disbursements under the Compact.

#### **5. Termination**

5.1 This Contract may be terminated by either Party as per provisions set out below. The Contract (base Period) has a term of maximum 24 months from the date MCA-Nepal issues the Notice to Proceed and at MCA-Nepal sole discretion, subject to funds availability and Consultant's performance extendable for more option years.

##### **a. By the MCA Entity**

5.2 The MCA Entity may terminate this Contract with at least fourteen (14) calendar days prior written notice to the Consultant after the occurrence of any of the events

specified in paragraphs (a) through (e) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract after being notified by the MCA Entity in writing by specifying the nature of the failure and requesting to remedy it within at least ten (10) calendar days after the receipt of the MCA Entity's notice;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the MCA Entity, has engaged in integrity violations as defined in Attachment 1 or if in the judgment of the MCA Entity, continuing the Contract will be detrimental to the interests or reputation of the MCA Entity, or the project;
- (d) If the MCA Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (e) If the Compact has been terminated or MCC has suspended disbursements under the Compact. If this Contract is suspended pursuant to this GCC Sub-Clause 5.2 (e) the Consultant has an obligation to mitigate all expenses, damages and losses to the MCA Entity during the period of the suspension.

**b. By the Consultant**

5.3 The Consultant may terminate this Contract, upon written notice to the MCA Entity in accordance with the time period specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC Sub-Clause 5:

- (a) If the MCA Entity fails to pay any money due to the Consultant pursuant to this Contract that is not otherwise subject to dispute pursuant to GCC Clause 17 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the MCA Entity to the Consultant within such thirty (30) days.
- (b) If, as the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. Termination under this provision shall become

effective upon the expiration of thirty (30) days after delivery of the notice of termination.

- (c) If the MCA Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (d) If the Consultant does not receive a reimbursement of any Taxes that are exempt under the Compact within one hundred and twenty (120) days after the Consultant gives notice to the MCA Entity that such reimbursement is due and owing to the Consultant. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Consultant within such thirty (30) days.
- (e) If this Contract is suspended in accordance for a period of time exceeding three (3) consecutive months; provided that the Consultant has complied with its obligation to mitigate in accordance with GCC Sub-Clauses 5.2 (e) or (i) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

## 6. Obligations of the Consultant

- a. **Standard of Performance**
  - 6.1 The Consultant shall carry out the Services with due diligence and efficiency and shall exercise such reasonable skill and care in the performance of the Services as is consistent with sound professional practices.
  - 6.2 The Consultant shall act at all times so as to protect the interests of the MCA Entity and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound professional practices.
- b. **Compliance**
  - 6.3 The Consultant shall perform the Services in accordance with the Contract and the applicable law of **Nepal**.

- c. Conflict of Interest**
- 6.4. The Consultant shall hold the MCA Entity's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 6.5. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, 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.
- 6.6. The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 6.7. The Consultant shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MCA-Entity, 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.
- 7. Confidentiality**
- 7.1. Except with the prior written consent of the MCA Entity, the Consultant 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, make public the recommendations formulated in the course of, or as a result of, the Services.
- 8. Insurance to be taken out by the Consultant**
- 8.1. The Consultant shall take out and maintain at its own cost adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the MCA Entity. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
- 8.2. The MCA Entity undertakes no responsibility in respect of any life, health, accident, travel or other insurance which may be necessary or desirable for the Consultant, for purpose of the Services, nor for any dependent of any such person.
- 8.3. The MCA Entity reserves the right to require original evidence that the Consultant has taken out the necessary insurance.



- 9. Accounting, Inspection and Auditing**
- 9.1 The Consultant shall keep, and shall make all reasonable efforts 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.
- 9.2 The Consultant shall permit MCC and/or persons appointed by MCC to inspect the site and/or all accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by MCC if requested by MCC.
- 10. Reporting Obligations**
- 10.1 The Consultant shall submit to the MCA Entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in said Appendix.
- 11. Proprietary Rights of the MCA Entity in Reports and Records**
- 11.1 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 MCA Entity in the course of the Services shall be confidential and become and remain the absolute property of the MCA Entity unless otherwise agreed by the MCA Entity in writing. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the MCA Entity, 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 MCA Entity.
- (a) The Consultant shall indemnify the MCA Entity from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the MCA Entity during or in connection with the Services by reason of i) infringement or alleged infringement by the Consultant of any patent or other protected right, or ii) plagiarism or alleged plagiarism by the Consultant.
- (b) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant from the MCA Entity funds or used by the Consultant in the carrying out of the Services do not violate or

infringe any industrial property or intellectual property right or claim of any third party.”

**12. Description of Job Description of Consultant**

12.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of the Consultant are described in **Appendix A**.

**13. MCA Entity’s Payment Obligation**

13.1 In consideration of the Services performed by the Consultant under this Contract, the MCA Entity shall make such payments to the Consultant for the Services specified in **Appendix A** and in such manner as described:

| <b>Deliverables Schedule</b> | <b>Time of Deliverable</b>                    | <b>Contract Price to be paid upon approval</b>                           |
|------------------------------|---|--|
| Monthly Progress Report      | tenth calendar day of the next calendar month | <b>As per agreed Mode of Payment stated under The Terms of Reference</b> |

**14. Mode of Billing and Payment**

14.1 The payments under this Contract shall be made in accordance with the payments provisions as described in GCC 13.1

14.2 Payments do not constitute acceptance of the whole Services nor relieve the Consultant of its obligations.

**15. Interest on Delayed Payments**

15.1 If the MCA Entity has delayed payments beyond thirty (30) days after the payment date determined in accordance with interest shall be paid to the Consultant for each day of delay at the rate shall be: For US Dollars, London Inter-bank Lending Rate (LIBOR) plus one percent (**1%**) and for local currency, Base rate of the National Bank of Nepal (Nepal Rastriya Bank).

**16. Taxes and Duties**

(a) Except as may be exempted pursuant to the Compact or another agreement related to the Compact, available in English at <https://mcanp.org/>, the Consultant, may be subject to certain Taxes as defined in the Compact on amounts payable by the MCA Entity under this Contract in accordance with Applicable Law (now or hereinafter in effect). The Consultant shall pay all Taxes levied under Applicable Law. In no event shall the MCA Entity be responsible for the payment or reimbursement of any Taxes. In the event that any Taxes are imposed on the Consultant, the contract price shall not be adjusted to account for such Taxes.

(b) The Consultant shall follow the usual customs procedures

of the MCA Country in importing property into the MCA Country.

- (c) If the Consultant does not withdraw but dispose of any property in the MCA Country upon which customs duties or other Taxes have been exempted, the Consultant, (i) shall bear such customs duties and other Taxes in conformity with Applicable Law, or (ii) shall reimburse such customs duties and Taxes to the MCA Entity if such customs duties and Taxes were paid by the MCA Entity at the time the property in question was brought into the MCA Country.
- (d) Without prejudice to the rights of the Consultant under this clause, the Consultant, will take reasonable steps as requested by the MCA Entity or the Government with respect to the determination of the Tax status described in this GCC Clause 16.
- (e) If the Consultant is required to pay Taxes that are exempt under the Compact or a related agreement, the Consultant shall promptly notify the MCA Entity (or such agent or representative designated by the MCA Entity) of any Taxes paid, and the Consultant shall cooperate with, and take such actions as may be requested by the MCA Entity, MCC, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such Taxes.
- (f) The MCA Entity shall use reasonable efforts to ensure that the Government provides the Consultant, the exemptions from taxation applicable to the Consultant, in accordance with the terms of the Compact or related agreements. If the MCA Entity fails to comply with its obligations under this paragraph, the Consultant shall have the right to terminate this Contract.

**17. Amicable Settlement of disputes**

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

**18. Dispute Resolution**

18.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to and determined by a sole arbitrator to be appointed by agreement between the Parties or in default of agreement by the Parties, in accordance with **applicable laws of Nepal**. The arbitration shall be held in **Kathmandu, Nepal** and the language of the arbitration shall be English. The arbitral award shall be final and binding. Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract.

18.2 MCC has the right to be an observer to any arbitration proceeding associated with this Contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not MCC is an observer to any arbitration associated with this Contract, the Parties shall provide MCC with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. MCC may enforce its rights under this Contract in an arbitration conducted in accordance with this provision or by bringing an action in any court that has jurisdiction. The acceptance by MCC of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.

## **Attachment 1: MCC's Policy – Corrupt and Fraudulent Practices**

The MCC's policy on preventing, detecting and remediating Fraud and Corruption may be found at the following link:

<https://www.mcc.gov/resources/doc/policy-fraud-and-corruption>

## **Attachment 2: MCC's Policy – Annex to General Provisions**

The MCC's policy general provisions can be found at the following link:

<https://www.mcc.gov/resources/doc/annex-of-general-provisions>

# **APPENDICES**

## **APPENDIX A – DESCRIPTION OF SERVICES AND REPORTING REQUIREMENTS**

## **APPENDIX B - CONSULTANT CV**



## **APPENDIX C – CONSULTANT BANK DETAILS**

Beneficiary Name:

Beneficiary Address:

Beneficiary Bank:

Bank Address:

Swift Code:

Beneficiary Account Number:

Special Instruction:

**APPENDIX D – NEGOTIATED STAFFING SCHEDULE (IF NECESSARY)**

| <b>Consultant Input (in the form of a bar chart)</b> |          |          |          |             |              |
|--|----------|----------|----------|-------------|--------------|
| <b>Months</b>  | <b>1</b> | <b>2</b> | <b>3</b> | <b>Etc.</b> | <b>Total</b> |
| [Home]   |          |          |          |             |              |
| [Field]  |          |          |          |             |              |