

TRIPARTITE
MEMORANDUM of UNDERSTANDING (MoU)

Among

Government of Nepal
Ministry of Federal Affairs & General Administration (MoFAGA)

And
Department of Local Infrastructure (DoLI)

And
Provincial Government / Ministry of Physical Infrastructure Development (MoPID)

Province No. 5
For Implementing

Strengthening the National Rural Transport Program (SNRTP)

December.....02..... 2018, Kathmandu, Nepal

ABBREVIATIONS AND ACRONYMS

APM	All Party Mechanism	LRN	Local Road Network
ARMP	Annual Road Maintenance Plan	NPV	Net Present Value
BCR	Benefits to Costs Ratio	NVC	National Vigilance Center
CIAA	Commission for the Investigation of Abuse of Authority	POM	Project Operations Manual
CPCU	Central Project Coordination Unit	MoF	Ministry of Finance
DANIDA	Danish International Development Agency	MoFAGA	Ministry for Federal Affairs and General Administration
DCRN	District Core Road Network	MoPID	Ministry of Physical Infrastructures Development
DfID	Department for International Development (UK)	MoU	Memorandum of Understanding
DoLI	Department of Local Infrastructure	MPI	Maintenance Performance Indicator
DTMP	District Transport Master Plan	MYRMP	Multi-Year Rolling Maintenance Plans
DTCO	District Treasury Comptroller Office	OSH	Occupational Safety and Health
ESMF	Environmental & Social Management Framework	PDO	Project Development Objective
EIRR	Economic Internal Rate of Return	PMU	Project Management Unit
FCGO	Financial Comptroller General Office	PMFACD	Planning, Monitoring and Foreign Aid Coordination Division
FY	Fiscal/Financial Year	PPA/PPR	Public Procurement Act/Public Procurement Rules
FA	Financing Agreement	PPMO	Public Procurement Monitoring Office
GDP	Gross Domestic Product	RAIDP	Rural Access Improvement and Decentralization Project
GoN	Government of Nepal	RBN	Roads Board Nepal
IDA	International Development Association	RMG	Road Maintenance Group
IDO	Infrastructures Development Office	SDC	Swiss Agency for Dev. & Cooperation
ISN	Interim Strategy Note	SNRTP	Strengthening the National Rural Transport Program
LBFC	Local Bodies Fiscal Commission	TID	Transport Infrastructure Directorate
LRBP	Local Road Bridge Program	TSA	Treasury Single Account
LRUC	Local Road Users' Committee	VRCC	Village Road Coordination Committee

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Joint Secretary



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Director General

This Tripartite Agreement is made on 2nd day of December 2018

AMONG

Government of Nepal (GoN), Ministry of Federal Affairs and General Administration (MoFAGA)

And

Department of Local Infrastructure (DoLI)

AND

Provincial Government / Ministry of Physical Infrastructure Development (MoPID)

For

Implementing the Strengthening National Rural Transport Program (SNRTP), through the MoPID under the coordination and the technical backstopping of Central Program Coordination Unit (CPCU) and Project Management Units (PMUs) of DoLI, in accordance with the terms and arrangements as stated in this Memorandum of Understanding (MoU)

S/d

Suresh Adhikari
Joint Secretary
Joint Secretary



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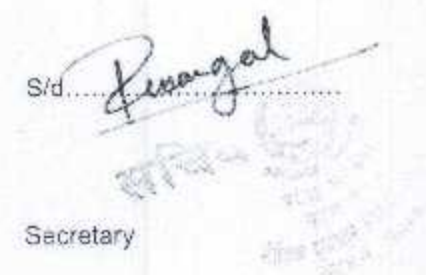
Ram Chandra Shrestha
Director General
DoLI



S/d

Secretary

MoPID/ Province No. 5



Witness:

S/d

Kumar Thapa
Deputy Program Coordinator
SNRTP/ CPCU



S/d

Director

TID/ Province No. 5



Memorandum of Understanding (MoU)



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Attachment-2: Project Appraisal Document (PAD)

Attachment-3: Project Operation Manual (PoM)


Joint Secretary


Joint Secretary



Memorandum of Understanding

1. General

- (a) With the formulation of three tier autonomous federal, provincial and local level government, the administrative restructuring of Nepal is almost close to completion. In this regards, in line with the current constitutional provision, the sub-national budget of the SNRTP for this fiscal year 2075/76 has been allocated at the provincial level. It will be channelized to Infrastructure Development Offices (IDOs) through Ministry of Physical Infrastructures Development (MoPID) under the Provincial Government. The financing agreement also needs to be revised as per the re-structured scenario. MoPID shall establish Transport Infrastructure Directorate (TID) and Infrastructure Development Offices (IDOs) at the earliest.
- (b) The project effectiveness date was 2 April, 2014 and project closing date is envisaged to be 15 July, 2019. In order to complete the sub-projects within the stipulated time frame, it has been necessary to revise the MoU and all the stakeholders remain adhered to the proposed institutional arrangement.
- (c) The stakeholders of the project associated with federal and provincial government are as follows:

Stakeholders associated with Federal Government:

- National Planning Commission (NPC)
- Ministry of Finance (MoF)
- Ministry of Federal Affairs and General Administration (MoFAGA)
- National Vigilance Centre (NVC)
- Department of Local Infrastructure (DoLI)
- Central Project Coordination Unit (CPCU)
- Project Management Units (PMUs)
- Consulting Firms, Individual Consultants, and NGOs

Stakeholders associated with Provincial Government

- Ministry of Physical Infrastructure Development (MoPID)
- Transport Infrastructure Directorate (TID)
- Infrastructure Development Offices (IDOs)
- District Road Coordination Committees (DRCCs)
- Local Road Users Committees (LRUCs)

Development Partner

- The World Bank

- (d) The participating districts under Province No. 5 are Palpa, Nawalparasi, Rupandehi, Kapilvastu, Arghakhanchi, Gulmi, Pyuthan, Dang, Banke and Bardiya.
- (e) The MoPID declares its commitment to the objectives of the Project as set forth in Schedule 4 to the Financing Agreement between the Government of Nepal and the International Development Association and, to this end, agrees to carry out its activities under the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, engineering, transport, environmental and social safeguards practices, and to provide, or cause to be provided, promptly as needed, the funds, facilities, services and other resources required for its activities under the Project.

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- (f) The MoPID agrees to assume all the obligations applicable or relevant to the MoPID under the Financing Agreement and to take all actions necessary to undertake its activities under the Project. The MoPID further agrees : (i) to carry out its activities under the project in accordance with the implementation of the program set forth in schedule 2 to the Financing Agreement (including without limitation the provisions relating to the Environmental and Social Management Framework and the Anti Corruption Guidelines applicable to recipients of credit/grant proceeds other than the Recipient) and its PTMP (as such terms are defined in the Financing Agreement) and Annual Road Maintenance Plan (ARMP) and budget; and (ii) not use any parts of the proceeds of the Financing to undertake civil works on any roads , trails or tracks not included in its , multiyear road maintenance plan, annual investment plan, maintenance program and budget.
- (d) The Recipient agrees to make available to each Provincial Government as a conditional grant and others as per approved budget in a timely manner a part of the proceeds of the Financing.
- (e) The MoPID/TID agrees that procurement of the goods, works, services required for the project and to be financed out of the proceeds of the financing shall be governed by the provisions of Section III of Schedule 2 to the Financing Agreement, and said provisions further elaborated in the Procurement Plan (as defined in the Financing Agreement).
- (f) The MoPID/TID agrees that the Recipient including DoLI, CPCU, PMU and the Association may from time to time inspect the goods, works, and services procured under the Project including all records and documents relating thereto.
- (g) The MoPID/TID agrees to comply and assist the Recipient in complying with the financial covenants prescribed in Section II of Schedule 2 of the Financing Agreement.
- (h) The MoPID/TID agrees that the Recipient may suspend or terminate MoPID/TID's right to use the proceeds of the Financing made available under the Financing Agreement or obtain a refund of all or any part of the amount of the Financing then withdrawn, upon its failure to perform any of its obligation under this Memorandum of Understanding or notice by the Association that it intends to exercise its remedies under Article IV of the Financing Agreement.
- (i) The MoPID/TID acknowledges that if, as a result of review of Project implementation for any period ,including any annual review by the Association and the Recipient, the performance of any IDO during such period is deemed by the Association , in consultation with MoFAGA and DoLI (as such term is defined in the Financing Agreement) to be less than satisfactory, the Recipient is not permitted to make any part of the proceeds of the Financing Available to the IDO for any of its activities carried out under the project after such review until further notice by the Association.
- (j) The MoPID
- acknowledges that if, however , it is determined by the Association at any time as part of any annual review referred to in paragraph (h) above or otherwise , that due to any new developments or previously unforeseen circumstances , continuation of civil works and other related activities on any roads and river crossing structures in the district of such MoPID is not feasible or practicable under the project , the Recipient in consultation with the Association is required to
 - (A) cause such MoPID/TID to promptly reallocate the funds for such civil works and related activities to other roads and river crossing structures included in the Project and located in the same district or;
 - (B) alternatively, promptly reallocate such funds to other roads and river crossing structures included in the project and located in another district ; and
 - agrees to promptly take all necessary action in order to give effect to such reallocation of funds.

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2. Criteria to be followed by Province for SNRTP Implementation

Following participation criteria apply to the candidate district to participate in the SNRTP process.

2.1 Project Planning

- a) The MoPID remains committed to the priorities of existing District Transport Master Plan (DTMP) (which must include updated inventory of Rural Transport Infrastructures (RTIs) within the district among other things) and undertake to review and update the same or commit to do so regularly. It shall remain committed to the preparation of Provincial Transport Master Plan (PTMP) with integration of DTMP.
- b) The MoPID acknowledges and ensures that all the sub-projects proposed by the TID pass through the environmental, social, economic and technical screening as set forth in the ESMF approved by the then DoLIDAR and Revised POM (Version-3) of the project.
- c) The TID/IDO shall prepare Annual Road Maintenance Plan (ARMP). The MoPID/TID will allocate sufficient funds for regular maintenance of maintainable roads as the first priority, based on the prioritised plan.
- d) The TID shall ensure that: (i) the provisions of Environmental and Social Management Framework (ESMF) as prepared are timely disseminated and people in the project area are widely consulted; (ii) the Project is implemented in accordance with the provisions of ESMF (including preparation and implementation of each Environmental Management Plan, Voluntary Donation Impact Mitigation Plan, Vulnerable Community Development Plan, Gender Action Plan and other environmental or social management plans); (iii) Sub project planning and implementation will be integrated with the provisions of Occupational Safety and Health (OSH) guidelines and GRM established at DoLI; (iv) no action is taken which would prevent or interfere with such provisions
- e) The TID shall ensure that implementation of the Project does not involve any coercion to the affected person for voluntary donation of losses (including land, major or minor structures, access to assets, income sources or means of livelihood and access to legally designated parks and protected areas).
- f) The TID shall conduct or cause to be conducted the collection of Project baseline data and prepare inventory of roads, and maintain a road register with the book value of each road of the district.
- g) Provincial Road Inventory shall be prepared by CPCU if MoPID requests to do so to DoLI.
- h) The MoPID/TID shall establish financial management and audit systems as required by the Project in accordance with the Financing Agreement.

2.2 Project Implementation Preparedness

- a) The MoPID shall be committed to the establishment of Transport Infrastructure Directorate (TID) and MoPID shall assign to the TID one dedicated Senior Divisional Engineer (SDE) and Engineer for the project
- b) The MoPID shall depute to the IDO adequate number (as per approved no. of posts) of professional staff with required skills, qualifications and experience (as clearly stated in POM) i) a IDO Chief ii) Engineers / Sub-Engineers; iii) Accounts Staff and other supporting staff.
- c) The CPCU will prepare a Revised Project Operations Manual (POM-Version-3) for effective implementation of the project; satisfactory to the World Bank (IDA). This POM will be approved by the MoFAGA/DoLI.
- d) The IDO shall maintain a functional Material Testing Laboratory with (i) a Laboratory Technician and (ii) a Laboratory Assistant in each participating districts wherever required. Further IDO shall

Secretariat



deploy a local Social Mobilizer (Monitor) for the project to monitor the activities related to safeguards during execution of the project.

- e) The IDO shall form or mobilise existing Road Users Committees (RUCs); LRUC and VRCC as per ESMF and IDO will disseminate project provisions and progress to these groups and the project community widely in every trimester.
- f) The Participating province shall provide through it's own fund for the costs of carrying out detailed survey and design, drawing of the proposed roads for maintenance and upgrading and river crossing structures other than those covered by the consultant services.

2.3 Road Maintenance Component: Component B, Window 1

- a) The MoPID/TID acknowledges that this project is basically maintenance focused project. The MoPID/TID must meet the following criteria in order to secure the funds available under the Components B, Window 1 (Output Based Maintenance) in any financial year: (i) The IDO must have existing DTMP that identifies a prioritized core road network;(ii) The IDO must have existing Multiyear Road Maintenance Plan (MYRMP) for the remaining period along with an Annual Road Maintenance Plan (ARMP) for the current year; and (iii) The IDO must have an accompanying routine maintenance regime (e.g. length persons) in place for any assets proposed for periodic maintenance and upgrading as per Road Maintenance Groups (RMG) guidelines. This regime may be developed in parallel with periodic maintenance.
- b) The International Labor Organization (ILO) an UN Agency will provide Implementation support consultancy services to SNRTP's effort to routine and periodic maintenance system under window 1(Component B1). The ILO will provide all the services to the IDO as per explicitly stated in contract agreement signed between the DoLI (then DoLIDAR) / CPCU and ILO.
- c) Technical Audit reports from NVC will provide the basis for MoPID/ DoLI to assess outputs delivered and payment against a district's agreed Window 1 program.
- d) The districts will be subject to standard GoN remedies that apply to funding for Window 1 works that do not comply to the requirements. Depending on individual circumstances , remedies may include : (i) technical actions to address different issues such as contractual remedies under defects and liability periods; (ii) requiring the districts to refund grant to the federal government ;(iii) penalizing or terminating district staff; (iv) referral to the Commission for the Investigation of Abuse of Authority (CIAA)

2.4 Road Upgrading & Rehabilitation and River Crossing Component: Component B, Window 2

- (a) The Project District must meet the following criteria in order to take up new works under window 2 (Component B2): (i) The IDO must have an up-to-date existing DTMP that identifies a prioritized core road network; (ii) The IDO must already have routine maintenance regime (e.g. length persons) in place for upgraded / rehabilitated assets or must develop one in parallel with proposed upgrading/rehabilitation work; (iii) The IDO must continue a functional laboratory that meets DoLI standards ; and (iv) The IDO must be implementing its existing ARMP.
- (b) The implementation of roads upgrading and new crossing structure construction by IDO under window 2 must be complementary such that access along the integrated road linkage becomes possible all year-round.
- (c) The MoPID will not receive window 2 funds for (i) upgrading for road linkages without supporting crossing structures and (ii) developing new crossing structures on roads that only provide seasonal access.

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- (d) The MoPID will receive the window 2 funds for upgrading the roads for the already No Objection provided roads only.
- (e) The IDO will make available office spaces and logistics for the consultants recruited to support the works under Component B (Window 1 & 2) in each participating districts wherever required. The consultants will provide the services to the IDO as per their Terms of Reference and contract agreement made between the CPCU and the respective consultants. In case of Window 1 consultants, the ILO will provide the terms of references to the respective IDOs receiving consent from CPCU. All consultants working in district shall be administered by IDOs.

3. Implementation Arrangements

All signing parties acknowledge and act according to the implementation arrangement of the Project as follows:

Federal Government

3.1 Ministry of Federal Affairs and General Administration (MoFAGA)

The MoFAGA agrees to make available to the DoLI/CPCU/PMU, in a timely manner, (i) part of the proceeds of the Grant and Credit (ii) additional funds from the GoN's own resources if and as required to carry out its activities under the Project. The Project Advisory Committee (PAC) in MoFAGA will facilitate inter-ministerial coordination and provide advice to DoLI/SN RTP on planning, implementation, monitoring and evaluation related matters and coordinate with World Bank (WB) as well.

3.2 Department of Local Infrastructure (DoLI)

The DoLI will be responsible for overall project, monitoring & evaluation which shall include annual performance evaluation of the Project IDOs. It will primarily coordinate with WB and supervise CPCU/PMUs as well. It, on the behalf of ministry, will coordinate/facilitate the IDOs or through CPCU/PMU for effective project implementation and call IDO Chiefs/other implementing partners for discussion/meeting/review in any of the project related matters, if necessary.

3.3 Central Project Coordination Unit (CPCU)

The Central Project Co-ordination Unit (CPCU) formed within DoLI will be the focal point for Project Coordinating and Monitoring. The CPCU's primary roles will include: (i) overall project coordination, monitoring, evaluation, and ensuring safeguards compliance; (ii) managing the interface with the Association's team along with associated reporting requirements; and (iii) providing specialized technical inputs on demand from participating IDOs or the PMU's.

3.4 Project Management Unit (PMU)

PMUs will facilitate and coordinate tasks in close coordination with the IDOs. PMU will consist of the following internal units: (i) a technical section to facilitate planning, preparation, implementation, and quality management of physical works; (ii) fiduciary section to oversee compliance with the fiduciary arrangements of the Project; and, (iii) safeguards section to oversee ESMF compliance and ensure implementation of the mitigation majors during execution of the project at respective districts.

Provincial Government

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3.5 Ministry of Physical Infrastructure Development (MoPID)

The MoPID acts as a prime institution responsible for (i) overall oversight, monitoring, planning, coordination and facilitation for the SNRTP sub-projects being implemented by IDO under TID, (ii) providing financial authority to the IDO for project expenditures pursuant to financing agreement.

3.6 Transport Infrastructure Directorate (TID)

The TID acts as an immediate oversight institution for planning, coordinating and facilitating for the implementation of the SNRTP. The TID's primary roles will include, (i) selection of road sub-projects as per SNRTP guidelines (ii) project monitoring, evaluation and safeguards coordination; (iii) managing the interface with the PMU, CPCU (iv) support to the IDO for SNRTP implementation (v) approve ARMP as prepared by IDO.

3.7 Infrastructure Development Office (IDO)

Each IDO will lead the implementation of individual works packages under Component B. Each IDO will designate an engineer from its full time permanent staff to head up an internal maintenance section that will coordinate all works under Window 1 of Component B. For Window 2 of component B the IDO will designate a project manager for the contract implementation. Component A will supply districts with embedded consultancy support to help implement SNRTP. However, IDO Chiefs will be singularly accountable for the implementation of SNRTP works. Project supplied support consultants will not be eligible to serve as contractually designated counterparts to a works contractor. The respective IDOs need to accommodate field offices for non-resident district of IDOs for the project based consultants and its permanent staffs for ease of regular supervision and monitoring of sub projects specifically technical and safeguard works. It's primary responsibility will include the implementation of SNRTP sub-projects.

4. Financial Management, Reporting and Fund Flow Mechanism

- (a) The MoPID agrees to comply with provisions made under Section I and II of Schedule 2 to the Financing Agreement
- (b) The MoPID ensures accountability and transparency while managing the funds entrusted to the IDO, in accordance with the budget spending authority and attached Guidelines provided by MoFAGA, to manage the funds entrusted to IDO for SNRTP.
- (c) The MoPID also ensures adequate internal control as per the provisions of the existing government acts, rules and regulations including timely commissioning of internal audit.
- (d) The MoPID agrees that IDO shall maintain a separate SNRTP ledger Account to track expenditures incurred under the SNRTP. The IDO shall be accountable to prepare financial statements on a monthly basis and submit them to TID, MoPID and DoLI/CPCU.
- (e) The MoPID agrees as follows :
 - (i) Maintain a financial management system and prepare financial statements in accordance with the guidelines provided by DoLI/CPCU and as suggested in the Accounts Manual and;
 - (ii) Have such financial statements audited by the Office of the Auditor General.
- (f) As per the GoN financial framework the IDO shall bear entire responsibility in carrying out district level SNRTP programs
 - (i) The IDO shall adhere to the fund flow mechanism and implementation approach as per the approved guidelines.
 - (ii) The MoPID shall issue the spending authority to IDO immediately upon receiving of authority of SNRTP funds from provincial government.
 - (iii) The IDO shall maintain separate ledger for exclusive use of SNRTP funds.
 - (iv) This account as referred in (iii) will be operated only by IDO.

Secretary





5. Governance and Accountability

The MoPID/TID agrees to implement the Governance and Accountability Action Plan (GAAP) as agreed by the Recipient and the Association as per below table.

Governance and Accountability Action Plan (GAAP) Summary

Issues	Actions	Agencies responsible	Timeline	Indicator/s	Verification mechanism
<i>Integrity and Transparency in Bidding and Quality Assurance</i>					
1. Integrity and transparency in the bidding process	i. Continue using e-bidding in all works and goods related NCB contracts	DoL/ CPCU/PMUs/ MoPID/TID/ IDOs	Regular	E-bidding used for all SNRTP NCB contracts	Project Reports
2. Quality assurance of all physical works	i. Set up Quality Assurance Plans (QAPs) for all upgrading, rehabilitation and periodic maintenance contracts	TID/IDOs	Regular	Approved QAP available for all upgrading /rehabilitation /periodic maintenance contracts	Project Reports
	ii. ii. Maintain material testing laboratories in 36 existing districts		Regular	Functional material testing laboratories in each district	Project Reports
	iii. Appoint required personnel for laboratories		Within one month of effectiveness	One laboratory technician and one laboratory assistant appointed for each laboratory	Project Reports
	iv. Technical audits carried out by NVC and expand the use of private sector auditors' involvement in technical audits: (a) all maintenance contracts (b) sample of upgrading /rehabilitation contracts.	CPCU/PMUs/ IDOs	Twice per year (target) Once in a year (minimum)	Technical audit reports from NVC available	NVC technical audit reports
	v. Technical audits by private sector auditors expanded		Within six months of project effectiveness	Concept of the use of private sector auditors piloted	Private sector auditors' report
<i>Accountability</i>					
3. Strengthen grievances handling system in DoL	vi. Continuation of existing DoL Grievance Handling Policy	DoL/ MOFAGA	Regular	GRM policy approved by MoFAGA	Project Reports
	vii. Continuation of existing ICT-based grievance redressal system.	DoL/ CPCU	Regular	Functional GRM System available for use	Project Reports
	viii. Monitoring of grievance redressal system	DoL	Regular	Reports on the grievances handled available	Project Reports
4. Beneficiary monitoring	i. Develop strategy for expanding beneficiary monitoring	DoL/ CPCU	Within three months of project effectiveness	Approved strategy available	Project Reports

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Issues	Actions	Agencies responsible	Timeline	Indicator/s	Verification mechanism
	ii. Implementation arrangements for beneficiary monitoring as per the strategy recommendations	CPCU/PMUs	Regular	Numbers of roads under beneficiary monitoring	Project Reports
<i>Transparency and Outreach</i>					
5. Transparency and beneficiary outreach	i. Design and install project information signboards and use for each sub-projects	CPCU/PMUs/ IDOs	Within one month of effectiveness	Signboard design available with Project Information on signboards	Project Reports Field visit reports
	ii. Create a project website and update continually	CPCU/IDOs	Regular	Project website available and accessible	Project Reports
	iii. Use of community FM radio to disseminate project related information	CPCU/PMUs/ IDOs	Twice per year	A template of transcript available Project information disseminated through the community FM radio	Project Reports
	iv. Designation of an Information Officer in each District	IDOs	Within one month of effectiveness	Information Officer designated and a list of information officers available	Project Reports

6. Monitoring and Evaluation

The monitoring and evaluation of the Project will be institutionalized with the monitoring and evaluation section of the DoLI. The M & E section of DoLI will carry out overall monitoring in the sector-wide approach as per its M & E plan, and the set indicators therein. The CPCU/PMU under the federal government and IID under the provincial government will carry out regular monitoring and evaluation of the project works in the IDOs as per monitoring and evaluation frame work of SNRTP.

7. Miscellaneous

- The IDO by the end of each trimester during the period of Project implementation shall carry out or cause to be carried out a Community-based Performance Monitoring and Evaluation (CBPM) of the Project implementation following guidelines established by DoLI/CPCU to conduct such CBPM.
- The IDO agrees to provide all the information necessary for the base line study and socio impact study in a format established by the CPCU/PMU.
- The MoPID/IDO shall approve the extension of time of the contract only after No Objection provided by CPCU through PMU.
- The MoPID/IDO shall approve Variation Order of any work either implemented through contractors or user groups only after receiving No Objection provided by CPCU through PMU.
- The then District Technical Offices (DTOs) shall hand over all the SNRTP related contract documents, laboratory equipment, vehicles and any other associated liabilities of the project. Newly established IDOs shall take over all those as per the agreed directives.
- Cooperate and facilitate to the NGOs and consulting firms procured and mobilized by CPCU for implementation of VCDP/GAP trainings, Beneficiary Monitoring work and Impact study of the project by IDO.

Secretary



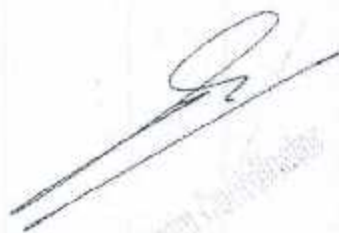
- (g) The Project Operations Manual (POM) shall be the integral basis for necessary coverage of all the related matters of the project.
- (h) The IDO will prepare a monthly progress report (in the format as provided in POM) covering progress on physical outputs and financial performance and submit it to TID/CPCU no later than the 7th day of the next month.


8. Authenticity of MOU

This MOU is based on the following documents:

- Financing Agreement(FA): Legal Binding Document
- Project Appraisal Document(PAD): Technical Document
- Project Operations Manual (POM-Version-3 : Procedural Working Document

In case of any contradiction among the provision made in these documents, the provision made in FA in the respective case will prevail and supersede all other provisions in other documents.


Joint Secretary


Member General


Secretary