

Enhancing Access to Justice through Institutional Reform Project (A2J Project)

Date: 30th Sept. 2019

Request for Proposal (RFP) for Research on Law and Development

REFERENCE: A2J/RFP/2019/04

Dear Proposers,

You are requested to submit a proposal for undertaking:
Research on Law and Development, as per the enclosed Terms of Reference (TOR).

1. To enable you to submit a proposal, attached are:

- | | |
|--|-------------|
| i. Instructions to Proposers | (Annex i) |
| ii. Terms of References (TORs) | (Annex ii) |
| iii. Proposal Submission Form | (Annex iii) |
| iv. Technical Proposal Format | (Annex iv) |
| v. Price Schedule | (Annex v) |
| vi. General Condition | (Annex vi) |
| vii. Statement of Compliance with terms and conditions | (Annex vii) |

2. Your offer comprising of technical and financial proposals for task, in two separate sealed envelopes, should reach the following address no later than 17:00 PM NST on Sunday, **13 October 2019** to the Project Management Unit.

National Program Manager
A2J Project
Babarmahal, Kathmandu
Tel: 977-1-4238303, 4238309

Proposals that are received by **A2J Project** after the deadline indicated above, for whatever reason, shall not be considered for evaluation.



Should you require further clarifications, kindly communicate with the contact person identified in the RFP document as the focal point for queries on this RFP.

A2J Project looks forward to receiving your proposal and thanks you in advance for your interest in **A2J Project** procurement opportunities.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'S. Gautam', with a long horizontal line extending to the right.

Sudeep Gautam
National Program Manager

INSTRUCTIONS TO PROPOSERS

A. Introduction

Definitions

- a. "Contract" refers to the agreement that will be signed by and between the *A2J Project* and the successful proposer, all the attached documents thereto, including the General Terms and conditions and the appendices.
- b. "Day" refers to calendar day.
- c. "Government" refers to the Government of Nepal that will be receiving the services provided/rendered specified under the contract.
- d. "Instructions to Proposers" (Annex i of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals.
- e. "Proposal" refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- f. "Proposer" refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by *A2J Project* through this RFP.
- g. "RFP" refers to the Request for Proposals consisting of instructions and references prepared by *A2J Project* for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- h. "Services" refers to the entire scope of tasks and deliverables requested by *A2J Project* under the RFP.
- i. "Supplemental Information to the RFP" refers to a written communication issued by *A2J Project* to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- j. "Terms of Reference" (ToR) refers to the document included in this RFP as Annex II which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and service expected of the successful proposer.

1. General

The 'Enhancing Access to Justice through Institutional Reform Project (the Project)' builds on the achievements of the Strengthening the Rule of Law and Human Rights protection system in Nepal Programme and continues to focus on the reform of the legal aid system, supporting national efforts of reform and coordination in the justice sector, implementation of constitutional provisions on fundamental rights through legislative reform, implementation of the newly adopted criminal and civil legislations, and in particular on enhancing the access to justice at the local level.

Constitution of Nepal, promulgated in September 2015, envisages establishment of a federal system of governance with significant devolution of powers from central to provincial and local authorities, particularly in legislative drafting. Consequently, Nepal has experienced major legislative changes in all levels of



governance. In addition, the Constitution has significantly expanded the catalogue of fundamental rights that enjoy constitutional and legal protection.

In the current context of Nepal, which is pushing to graduate from the “least developed country” to “developing country” at earliest in 2021, and in view of the significant legal reform that is ongoing, analysis on how the legislative reform is impacting development agenda of Nepal is of importance in order to facilitate that laws are being drafted and implemented in a manner which supports development efforts led by the government.,

2. Cost of proposal

The Proposer shall bear all costs associated with the preparation and submission of the proposal and, *A2J Project* will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposal must offer services for each requirement. Proposal offering only part of the requirement will not be accepted. The Proposer is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Proposer's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Proposer requiring any clarification of the Solicitation Documents may notify the procuring *A2J Project* entity in writing at the organisation's mailing address indicated in the RFP.

Contact details for inquiries (written inquiries only): *A2J Project Procurement Unit*, ratna.shestha@a2jnepal.org

Subject line of Email: *Research on Law and Development*.

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on Thursday, **3 October 2019**. *A2J Project* shall upload the response of inquiries in the website by Friday, **04 October 2019**.

Insert Web link: <http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>

Inquiries received after the above date and time shall not be entertained.

Any delay in *A2J Project* response shall be not used as a reason for extending the deadline for submission, unless *A2J Project* determines that such an extension is necessary and communicates a new deadline to the Proposers.

Note: This email address is officially designated by *A2J Project*. The subject line of the email for query should be same as mentioned above.

A2J Project shall have no obligation to respond nor can *A2J Project* confirm that the query was officially received;



- When inquiries are sent with the different subject line even to the designated email address.
- When Inquiries are sent to other person/s or address/es, even if they are *A2J Project* staff.
- For queries for which information is already available in the bidding document.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring *A2J Project* entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the Solicitation Documents by amendment.

In order to afford prospective Proposers reasonable time in which to take the amendments into account in preparing their offers, the procuring *A2J Project* entity may, at its discretion, extend the deadline for the submission of Proposals.

All amendments to the Solicitation Documents, if any will be uploaded in the website mentioned above.

C. Preparation of Proposals

6. Language of the proposal

The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and the procuring *A2J Project* entity shall be written in English language, in case and otherwise prescribed in the ToR. Any printed literature furnished by the Proposer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise of the following components:

- a) Proposal submission form
- b) Profile of the organization, including organizational structure and policies
- c) Valid registration certificate
- d) VAT certificate
- e) Latest Tax Clearance Certificate
- f) Signed CVs of the proposed team
- g) Operational and technical part of the Proposal, including documentation to demonstrate that the Proposer meets all requirements
- h) Price schedule, completed in accordance with clauses 8 and 9,

8. Proposal form

The Proposer shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Proposer's present activities. It should focus on services related to the Proposal.



This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Proposer should comment on its experience in similar projects and identify the person(s) representing the Proposer in any future dealing with the procuring *A2J Project* entity.

(b) Resource plan

This should fully explain the Proposer's resources in terms of personnel (Team Leader and Experts) and facilities necessary for the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Proposer's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any financial pricing information whatsoever on the services offered. Financial information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Proposer's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

information which the Proposer considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Proposer shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in NPR (Nepalese Rupee).

11. Period of validity of proposal

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the procuring *A2J Project* entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring *A2J Project* entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring *A2J Project* entity may solicit the Proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Proposer granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposal

A handwritten signature in black ink, consisting of several fluid, overlapping strokes, located at the bottom right of the page.

Proposal shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorised to bind the Proposer to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Proposer, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

A2J Project shall make payments to the Contractor after acceptance by *A2J Project* of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposal

14. Sealing and marking of proposal

(a) The outer envelope shall be:

Addressed to:

National Program Manager

A2J Project,

Babarmahal, Kathmandu, Nepal

Marked with Task: –

(Insert assignment name),

(b) The proposal shall contain the information specified in Clause 8 (*Proposal form*) above. The inner envelope shall include the price schedule duly identified as such.

15. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that:

- (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and
- (ii) if they are awarded the contract, the contract shall be entered into, by and between *A2J Project* and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to *A2J Project*, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of *A2J Project*.

Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.



The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by *A2J Project*.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

In the joint venture, consortium or association, the organization strengths and or eligibility criteria shall be counted from the lead organization only. Failure to present eligibility criteria by the lead organization will subject to disqualification of the proposal.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by *A2J Project* as the most responsive Proposal that offers the best value for money, *A2J Project* shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

16. Deadline for submission of proposal

Proposals must be received by the procuring *A2J Project* entity at the address specified under clause *Sealing and marking of Proposals* no later than **Sunday 13 October 2019, 5:00 PM** Nepal Standard Time (NST). If the deadline for proposal submission fall under public holiday, then the next working day will be added up.

The procuring *A2J Project* entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring *A2J Project* entity and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Proposal

Any Proposal received by the procuring *A2J Project* entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

18. Modification and withdrawal of Proposal

The Proposer may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring *A2J Project* entity prior to the deadline prescribed for submission of Proposal.

No Proposal may be modified subsequent to the deadline for submission of proposals.



No Proposal may be withdrawn in the interval between the deadline for submission of proposal and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form.

E. Opening and Evaluation of Proposal

19. Opening of proposal

The procuring entity will open the Proposal in the presence of a Committee formed by the Head of the procuring *A2J Project* entity.

20. Clarification of proposal

To assist in the examination, evaluation and comparison of Proposal, the Purchaser may at its discretion, ask the Proposer for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

21. Preliminary examination

The Purchaser will examine the Proposal to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proposer does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

22. Evaluation and comparison of proposal

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. The financial proposal of the Proposal will be opened only for submissions that passed the minimum technical score of 70% (700points) of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and RFP.



in the Second Stage, the price proposal of all Proposers that have attained minimum 70% score in the technical evaluation will be compared. The points for the Financial Proposal will be allocated as per the following formula:

$$\frac{\text{Lowest Bid Offered} *}{\text{Bid of the Firm/Proposer}} \times 300$$

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

Technical Evaluation Criteria

| Summary of Technical Proposal Evaluation Forms | | Score Weight | Points Obtainable |
|--|---|--------------|-------------------|
| 1. | Expertise of Firm / Organization submitting Proposal (Form 1) | 30% | 300 |
| 2. | Proposed Work Plan and Approach (Form 2) | 25% | 250 |
| 3. | Personnel (Form 3) | 45% | 450 |
| | Total | | 1000 |

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

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

Form 2: Proposed work plan, methodology, approach and implementation

Please provide a detailed description of the methodology for how the organisation/firm/expert will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

The methodology shall also include details of the Proposer's data gap analysis, data collection tools, techniques, thematic areas, assumptions, limitations, internal technical and quality assurance review mechanisms etc.

The Proposer shall submit Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timings.

Form 3: Management structure and key personnel

Describe the overall management approach and structure toward planning and implementing this activity.

Provide a spreadsheet to show the activities of each staff member and the time allocated for his/her involvement.



Provide the CVs for key personnel (Team Leader and professional staff) that will be provided to support the implementation of this work. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Key position of technical personnel for package and the expected qualifications are described in the detail ToR.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes, located at the bottom right of the page.

Form 4.1: Scoring System of Technical Proposal:

| Proposal Evaluation Form 1 | | Points available | A | B | C | D | E |
|---|---|-------------------------|----------|----------|----------|----------|----------|
| Expertise and experience in conducting research and drafting reports of a similar nature of Service Provider submitting Proposal | | | | | | | |
| 1.1 | Experience and Reputation of Organization and Staff (Competence / Reliability) | 70 | | | | | |
| 1.2 | General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls) | 30 | | | | | |
| 1.3 | Quality assurance procedures, warranty | 20 | | | | | |
| Subtotal (1.1 to 1.3) | | 120 | | | | | |
| 1.4 | Relevance of: | | | | | | |
| | - Specialized Knowledge | 70 | | | | | |
| | - Experience on Similar Programme / Projects and conducting research/studies | 70 | | | | | |
| | - Work for UNDP/ major multilateral/ or bilateral programme | 40 | | | | | |
| | Sub Total for 1.4 | 180 | | | | | |
| Total for Expertise of Service Provider submitting proposal (I) | | 300 | | | | | |

| Proposal Evaluation Form 2 | | Points Available | A | B | C | D | E |
|---|---|-------------------------|----------|----------|----------|----------|----------|
| Proposed Work Plan and Approach | | | | | | | |
| 2.1 | To what degree does the Offeror understand the task? | 20 | | | | | |
| 2.2 | Have the important aspects of the task been addressed in sufficient detail? | 30 | | | | | |
| 2.3 | Are the different components of the project adequately weighted relative to one another? | 20 | | | | | |
| 2.4 | Is there evidence that the proposal been prepared based on an in-depth understanding and prior knowledge of the project environment? | 20 | | | | | |
| 2.5 | Is the conceptual framework adopted appropriate for the task? | 50 | | | | | |
| 2.6 | Is the methodology and scope of task well defined and does it correspond to the TOR? | 50 | | | | | |
| 2.7 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 60 | | | | | |
| Total for Proposed Work Plan and Approach (II) | | 250 | | | | | |

| Proposal Evaluation Form 3 | | Points Available | A | B | C | D | E |
|-----------------------------------|--|-------------------------|----------|----------|----------|----------|----------|
| Project Staff | | | | | | | |



| | | | | | | |
|------------|--|------------------|--|--|--|--|
| 3.1 | Team Leader | Sub-Score | | | | |
| | Advanced Master's degree (preferably Ph.D.) in law, human rights or development studies | 20 | | | | |
| | Minimum of 15 years of professional experience in law, international development, human rights in Nepal in progressively responsible positions of leadership. | 30 | | | | |
| | Experience in leading research processes, facilitation, program management, substantive report writing and understanding of legal and judicial reform. | 50 | | | | |
| | Experience working with UNDP and international development agencies | 10 | | | | |
| | Analytical skills and Language command (English and Nepali language) | 40 | | | | |
| | | 150 | | | | |
| 3.2 | Thematic Expert (Law) | Sub-Score | | | | |
| | At least Master's degree in Law, preferably with specialization in commercial law / development law and practiced substantially in criminal law | 20 | | | | |
| | Minimum 10 years of experience in commercial and corporate sector with substantially practiced in legal and judicial system in Nepal | 30 | | | | |
| | Experience in conducting legal research and developing strategies and plans for commercial and developmental legal issues | 50 | | | | |
| | Experience working with UNDP and international development agencies | 10 | | | | |
| | Analytical skills and Language command (English and Nepali language) | 40 | | | | |
| | Sub-total | 150 | | | | |
| 3.3 | Thematic Expert (Economic Development) | Sub-Score | | | | |
| | At least Master's degree in Economics, Management or related subject | 20 | | | | |
| | Minimum 10 years of work experience in the economic, management and development areas in Nepal | 30 | | | | |
| | Experience in conducting research and developing strategies and plans for the economic development sectors along with familiarity of law and justice issues in Nepal | 50 | | | | |
| | Experience working with UNDP and international development agencies | 10 | | | | |
| | Analytical skills and Language command (English and Nepali language) | 40 | | | | |
| | Sub-total | 150 | | | | |



| | | | | | | | | | |
|--|---|-------------|--|--|--|--|--|--|--|
| | Total for Personnel - Form III | 450 | | | | | | | |
| | Grand Total (Form 1 + Form 2 + Form 3) | 1000 | | | | | | | |

23. Award criteria, award of contract

The procuring *A2J Project* entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer or any obligation to inform the affected Proposer or Proposers of the grounds for the Purchaser's action.

24. Signing of the contract

Within 7 days of receipt of the contract the successful Proposer shall sign and date the contract and return it to the Purchaser.





Terms of Reference
Consulting company/firm for research on Law and Development



| | | |
|----------------------------|---|---|
| Project Title | : | Enhancing Access to Justice through Institutional Reform Project |
| Title of Post/Level | : | Consulting company |
| Duty Station | : | Kathmandu |
| Duration | : | Maximum 30 working days (As detailed in price schedule) |

Background

The 'Enhancing Access to Justice through Institutional Reform Project (the Project) builds on the achievements of the Strengthening the Rule of Law and Human Rights protection system in Nepal Programme and continues to focus on the reform of the legal aid system, supporting national efforts of reform and coordination in the justice sector, implementation of constitutional provisions on fundamental rights through legislative reform, implementation of the newly adopted criminal and civil legislations, and in particular on enhancing the access to justice at the local level.

Constitution of Nepal, promulgated in September 2015, envisages establishment of a federal system of governance with significant devolution of powers from central to provincial and local authorities, particularly in legislative drafting. Consequently, Nepal has experienced major legislative changes in all levels of governance. In addition, the Constitution has significantly expanded the catalogue of fundamental rights that enjoy constitutional and legal protection.

In the current context of Nepal, which is pushing to graduate from the "least developed country" to "developing country" at earliest in 2021, and in view of the significant legal reform that is ongoing, analysis on how the legislative reform is impacting development agenda of Nepal is of importance in order to facilitate that laws are being drafted and implemented in a manner which supports development efforts led by the government.

Duties and Responsibilities

Under the direct supervision of the National Project Manager and the Output Leader, the Service Provider will be responsible for analysing selected legislation from the perspective of their role in supporting development agenda.

The research will seek to identify, amongst other, the following:

- Do laws have a clear development objective?
- Are they designed to meet that development objective?
- Anticipated policy outcomes from implementation of the law
- Do the Provincial Plans are appropriate from the perspective of economic development or not?
- Regulatory impact - Institutional arrangement for implementation of the law (linkage between the law, legal frameworks and institutions)
- Adaptability of the law to socio-economic conditions in Nepal

- Regulatory compliance with the law – the level of absence of rule violations, and knowledge of law and participation in the processes mandated by law
- Recommendations and policy proposals to address potential developmental gaps in applicable legislation.

Methodology

For the purpose of this assignment, the Service Provider will propose and develop a research methodology. Information can be collected through; (1) Literature/legislations review (general survey of Nepalese laws relating with economic development) and (2) Consultations (National and Regional levels as necessary) and (3) FGD with Experts

1.1 Tools: The Service Provider will take into account the previous relevant literatures, reports and learning materials and similar national and international reports, publications and innovations.

1.2 Process: The Service Provider will make necessary consultations with key stakeholders and invite their inputs. The inputs will be incorporated into the study report and the final copy will be submitted by the given timeline.

Required qualifications of Service Provider

- Must be legally constituted consultancy company/firm or an NGO registered under the laws of Nepal.
- Must have at least 5 years of experience in the related field.
- Must have sufficient technical expertise, human resources (should submit signed C.V.) and infrastructure as specified in the TOR.
- Must be registered in VAT/PAN.
- Must submit evidence and documentation of past experience in conducting similar study/researches

In order to demonstrate the eligibility criteria, the Service Provider should submit the following:

- Company/firms profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- Business Licenses – Registration Papers, Tax Payment Certification etc.;
- Audit reports from last 2 fiscal years;
- Track Record – list of clients for similar and relevant services as those required by A2I/UNDP, indicating description of contract scope, contract duration, contract value, contact references;

The proposal of the Service Providers shall be composed of two parts: Technical proposal, including the proposed methodology for implementation of the assignment and the financial offer

Technical proposal should include the following documents:

1. Expertise of Service Provider
2. A brief background of the Service Provider, not more than 2 pages.
3. A proposal with the methodology, work plan and approach for conducting study/research.

Financial Price Schedule (Estimated Cost)

| SN | Types of Consultant / Activities | Number of Consultant / Event | Total Working days for each Consultant / Days | Rate per day | Total |
|----|----------------------------------|------------------------------|---|--------------|-------|
| 1 | Team Leader | 1 | 30 | | |
| 2 | Thematic Expert (Law) | 1 | 25 | | |

| | | | | | |
|---|--|---|----|--|--|
| 3 | Thematic Expert (Economic Development) | 1 | 25 | | |
| 4 | Consultation workshop | 3 | 1 | | |
| 5 | Miscellaneous (if any) (5%) | | | | |
| | Total Cost | | | | |
| | Discount (if any) | | | | |
| | Net amount | | | | |
| | VAT 13% | | | | |
| | Grand Total | | | | |

Personnel

The Service Provider should have a team comprising of a multidisciplinary group of following experts (at-least) for this assignment:

- a) Team Leader -1
- b) Thematic Expert (Law) – 1
- c) Thematic Expert (Economic Development) – 1

a) Team Leader - 1

The Team Leader will be responsible for the overall coordination and management of his/her team for conducting study/research, and for the quality and timely submission of the plan.

Required skills and experience:

- o Master's degree (preferably PhD.) in law, human rights, development studies or other directly relevant subjects,
- o A minimum of 15 years of professional experience in law, international development, human rights in Nepal in progressively responsible positions of leadership,
- o in-depth knowledge of justice and legal issues in Nepal,
- o Proven experience in conducting legal research including but not limited to law, rules and regulation and code of conduct,
- o Familiarity with the justice sector actors and issues of access to justice including at the local level,
- o Experience in leading and managing research processes and good facilitation skills and program management (please give detail information about such work- not more than 6)
- o Experience with preparation of substantive reports and plans on justice reform,
- o Experience working at the international level, with international development agencies and donors' community would be an asset,
- o Excellent analytical skills and command in English and Nepali,
- o Experience in the usage of computers and office software packages,

b) Thematic Expert (Law) – 1

- o The expert shall have at least Master's degree in Law, (preferably with specialization in Commercial Law or in development law),
- o At least 10 years of work experience in the Commercial Law practice in Nepal with progressive managerial responsibilities,
- o Experience in conducting legal research, and developing strategies and plans for commercial legal issues (at least example of such research should be given – if accessible in web merely giving information of site will be appropriate)
- o Proven track record work on commercial and development issues.
- o Excellent analytical and writing skills in English and Nepali.

c) Thematic Expert (Economic Development) – 1

- o The expert shall have at least Master's degree in Economic, Management or related subject,
- o At least 10 years of work experience in the economic, management and development areas in Nepal with progressive managerial responsibilities,



- Experience in conducting research and developing strategies and plans for the economic development sectors,
- Familiarity with the law and justice issues is desirable.
- Excellent analytical and writing skills in English and Nepali.

Schedule of the assignment

| SN | Activity | Number of Days |
|----|---|----------------|
| 1 | Developing the list of laws for review | 2 |
| 2 | Research of legislation from the developmental perspective | 18 |
| 3 | Drafting of recommendations and policy proposal | 6 |
| 4 | Consultation with stakeholders and presentation of the first draft | 1 |
| 5 | Finalization of the report based on the feedback from consultations | 3 |
| | Total | 30 days |

The following dynamic of the assignment will be observed:

Key deliverables/ Final Product

By the end of the assignment period, the Consultant will deliver the following deliverables:

- As the part of inception report, submits the review report of all Nepali legislation relating to economic development (approximately 40 laws)
- Detail analytical report as 1st draft report
- Conduct consultation on the draft report
- Accommodate the feedback, suggestion and comment provide on the draft report and submit final report including recommendations and policy proposals

The final research products shall be prepared in English language. However, the final report should also be translated into Nepali and be submitted along with.

Financial offer

Financial Offer should be in the separate envelope and should indicate the budget for the study.

Evaluation Criteria

A two-stage procedure will be utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any financial proposal being opened and compared. Only the Service Providers that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals will be eligible for consideration of the financial offer.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR). In the second stage, the financial offer of Service Providers who have attained minimum 70% score in the technical evaluation will be considered. The contract will be awarded to the Service Provider having the highest combined score (technical and financial).

Overall governance and management of the assignment

The A2J Project will take care of the overall governance and the timely delivery of the assignment. In order to oversight of the assignment and quality assurance, the Project may call meeting as per necessary to share and discuss on the progress of the assignment and to ensure the timely delivery of the product. For this, the Project may also form a Steering Committee, if needed.



Confidentiality and data ownership

All data and information received from A2J Project for the purpose of this assignment are to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference. All intellectual property rights arising from the execution of these Terms of Reference are assigned to A2J Project. The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed written authorization of the A2J Project.

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PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (activity for Project/Program) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

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TECHNICAL PROPOSAL FORMAT

i) RFP Information

RFP Title:

(insert assignment name),

Basic Organization Information

Name of the organization:

Contact person's name:

Contact details :

Telephone:

E-mail:

Address:

ii) Organizational Profile:

Provide brief information on the structure of your organization and the field(s) and location(s) in which your organization operates. (Maximum of one pages)

iii) Organization's Experience

Provide a detailed information on organizational expertise and previous work your organization has undertaken in the field of similar baseline survey. (Maximum of two pages)

iv) Technical Proposal

Provide a detailed description of how your organization proposes to implement the above ToR. (Maximum of five pages) Please include the following:

- A) A detailed implementation schedule (work plan), manpower schedule, and narrative on how you would approach/ intend to meet the deliverables mentioned in the TOR.*
- B) A detailed outline of the approach taken to supervise and monitor the project to ensure all components can be delivered on time and to a high quality.*
- C) Identification of any risks and/or obstacles your organization may encounter while undertaking this project, how they may impact your ability to meet the deliverables, and how you might address these to ensure successful delivery.*

v) Human Resources

Provide details of the human resources of your organization that will be employed to undertake this task. Submission of CVs of all members of proposed team is highly recommended. (including signed CVs of expert)

PRICE SCHEDULE

The Proposer is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14(b) of the Instruction to Proposers.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The specification has been developed for different packages. The name and number of packages shall be clearly mentioned in the proposal cover page, cover letter and inside proposal. (*Research on Law and Development*),

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables

| Price Schedule for: Research on Law and Development Request for Proposals for Services | | | | | |
|---|--|------------------------------|---|--------------|-------|
| SN | Types of Consultant / Activities | Number of Consultant / Event | Total Working days for each Consultant / Days | Rate per day | Total |
| 1 | Team Leader | 1 | 30 | | |
| 2 | Thematic Expert (Law) | 1 | 25 | | |
| 3 | Thematic Expert (Economic Development) | 1 | 25 | | |
| 4 | Consultation workshop | 3 | 1 | | |
| 5 | Miscellaneous (if any) (5%) | | | | |
| | Total Cost | | | | |
| | Discount (if any) | | | | |
| | Net amount | | | | |

(Amount in Word:)

N.B. Administrative and all other associated costs need to be built into the respective line items proportionately. Number of lines may be added as per the requirement.

Acceptance of the proposed schedule of work and the timelines is a must and no deviation in the timeline is allowed.

GENERAL TERMS AND CONDITIONS IN EXECUTION OF THE TASK**1. Force Majeure**

Without prejudice to their rights the *A2J Project* and the party shall not be held responsible nor suffer any financial loss should the performance of the party be delayed or prevented by an event of Force Majeure, which shall include, but not limited to strikes, riots, civil commotion, fire accident or any other incident beyond the control of either party hereto which neither party was aware of or could have foreseen at the time of the signing of this contract. In event of an occurrence of the Force Majeure, either party shall notify the other of the event or during such event the rights and obligations of either party shall automatically be suspended.

2. Arbitration

Any dispute arising out of or in connection with this task not settled by mutual understanding shall be submitted to arbitration to three arbitrators. Each party shall appoint one arbitrator and the two arbitrators thus appointed shall agree on the third one. The arbitrators shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

3. Termination

Either party may terminate this contract at any time by giving the other party fourteen (14) days' notice in writing of the intention to do so. In the event of such termination, the party shall be compensated for the actual amount of work performed, upon valid justification for termination, by *A2J Project* on a pro rata basis.

4. Law Applicable

This contract shall be governed by the law of Government of Nepal and project guidelines.

5. Independent Relationship

Nothing contained in the contract shall be construed as establishing or creating between *A2J Project* and the party relationship of master and servant or principal and agent, it being understood that the party is an independent person vis-a-vis *A2J Project*.

6. Party's General Responsibilities

- a. The party shall carry out work under the contract with due diligence and efficiency and in conformity with the highest standards of professional and ethical competence and integrity.
- b. The party shall be responsible for the professional and technical work carried out by him/her in the implementation of this task.



7. Workmen's compensation and other insurance

The party shall make his/her own arrangements regarding insurance for medical expenses and for accident, death and permanent disability for the period of the task. All costs involved will be borne by the party.

8. Source of Instruction

The party shall neither seek nor accept instructions from any authority other than *A2J Project* and UNDP's authorized agent in connection with the work under the contract.

9. Prohibition on conflicting activities

The party shall ensure that he/she will not directly/indirectly engage in any activity that would conflict with those of *A2J Project* in respect of this project.

10. Officials not to benefit

The party warrants that no UNDP or *A2J Project* official has been or will be admitted by him/her to any direct/indirect benefit arising from this task or award thereof.

11. Assignment

The party shall not assign, transfer, pledge or make other disposition of the task or any other parts thereof or rights, claims or obligations under this task, without prior written approval of *A2J Project*.

12. Records, Accounts, information and Audit

- a. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- b. The party shall furnish, compile or make available at all times to *A2J Project* and UNDP any records or information, oral or written, which *A2J Project* may reasonably request for in respect of the work to be performed under this task.
- c. The party shall allow *A2J Project* and UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.

13. Language

Unless otherwise specified in the task, English language shall be used by the party in all written communications to *A2J Project* with respect to the services rendered and with respect to all documents procured or prepared pertaining to such services.

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14. Confidential Nature of Documents

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the party under this task be the property of *A2J Project*, shall be treated by him/her as confidential and shall be delivered only to the duly authorized officials on completion of work under this grant. Under no circumstances shall the contents of such documents or data be made known to any unauthorized person without written approval of *A2J Project* and UNDP. Subject to the provision of this article, the party may retain a copy of the document (s) produced by him/her for his and universities record.

15. Amendments

The terms and conditions of this task may amend only in writing signed by both parties to this task or their duly authorized representatives.

16. Obligation to inform *A2J Project* of changes in conditions

The party shall promptly and fully notify *A2J Project* in writing of any conditions which interferes, or threatens to interfere, with successful carrying out of the services under this task. Such notice shall not however relieve the party of his/her obligations to continue to provide services under this task. On receipt of such notice, *A2J Project* shall take such action as in its sole discretion it considers to be appropriate or necessary under the circumstances.

17. Taxation

The party shall be liable for any tax levied on the fee paid as per this task. Income tax on the remuneration and allowances paid to the party will be deducted at source.

18. Right of *A2J Project*

In case of failure by the party to fulfil its obligations under the terms and conditions of execution of task, including but not limited to failure to obtain necessary or to make delivery of all or part of the services by the agreed delivery date or dates, *A2J Project* may, after giving the party reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the services from other sources, in which event *A2J Project* may hold the party responsible for any excess cost occasioned thereby.
- b. Refuse to accept delivery of all or part of the services.
- c. Cancel the contract without any liability for termination charges or any other liability of any kind of *A2J Project*.

19. Late Delivery

Without limiting any other rights or obligations of the party hereunder, if the party will be unable to deliver the services by the delivery date(s) stipulated in the ToR, the party shall (i) immediately consult with A2J Project to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the party's cost (unless the delay is due to Force Majeure), if reasonably so requested by A2J Project.

20. Settlement of Disputes

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, the task or the breach, termination or invalidity thereof.

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Annex VII

STATEMENT OF COMPLIANCE WITH TERMS AND CONDITIONS

MUST BE DULY COMPLETED AND RETURNED WITH PROPOSAL.

Please confirm acceptance of the following:

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

Submitted by:

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal:

