



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



Form: 3.2

Date: 5 April 2024

### Request for Proposal (RFP)

for

**REFERENCE: A2J/RFP/2024/01:** "Regular Maintenance Contract for Integrated Legal Aid Reporting Software and Mobile Application"

Dear Proposers,

You are requested to submit a proposal for the undertaking:

"Regular Maintenance Contract for Integrated Legal Aid Reporting Software and Mobile Application", 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 the **Technical and Financial proposals** may be submitted separately addressing the RFP reference number and title to respective email addresses [technicalproposal@a2jnepal.org](mailto:technicalproposal@a2jnepal.org); [financialproposal@a2jnepal.org](mailto:financialproposal@a2jnepal.org); or hardcopies sealed separately to the below office address by **no later than 17:00 hrs., Sunday, 14 April 2024.**

Enhancing Access to Justice Through Institutional Reform (A2J) Project II  
Babarmahal, Kathmandu  
Tel: 977-1-5338303, 5338309

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,

Basant Prasad Adhikari  
National Project 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.

The Constitution of Nepal, promulgated in September 2015, envisages the 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 those 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*, [procurement@a2jnepal.org](mailto:procurement@a2jnepal.org)  
Subject line of email: **A2J/RFP/2024/01: "Regular Maintenance Contract for Integrated Legal Aid Reporting Software and Mobile Application"**.

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on Thursday 11 April 2024. *A2J Project* shall upload or send email response of inquiries on the website by Friday, 12 April 2024.

Insert Web link: <https://www.undp.org/nepal/procurement>

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) Recent 2 years audited financial report
- g) Signed CVs of the proposed team
- h) Operational and technical part of the Proposal, including documentation to demonstrate that the Proposer meets all requirements
- i) 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 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**

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 Project Manager**

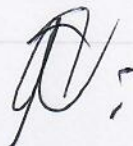
***A2J Project*,**

**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 14 April 2024, 17:00 hrs. Nepal Standard Time (NST)**. If the deadline for proposal submission falls under public holiday, then the **next working day will be added up**.

*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% (700 points)** 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)	20%	200
3.	Personnel (Form 3)	50%	500
Total			1000

Program Proposal Evaluation Form 1		Points available	300				
			A	B	C	D	E
Expertise and experience in application development of a similar nature of Service Provider submitting Proposal							
1.1	The reputation of Organization and Staff (Competence / Reliability)	20					
1.2	Experience on the similar application development.	50					
1.3	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)	20					
1.4	The capacity of the organization to develop application on legal aid and similar reporting system	30					
1.5	Quality assurance procedures, warranty	20					
<b>Subtotal (1.1 to 1.5)</b>		<b>140</b>					
1.6	Relevance of:						
	- Specialized knowledge on developing legal aid reporting software	60					
	- Experience on Similar Projects	50					
	- Work for UNDP/ major multilateral/ or bilateral programs	50					
<b>Sub Total for 1.6</b>		<b>160</b>					
<b>Total for Expertise of Service Provider submitting proposal (I)</b>		<b>300</b>					

Proposal Evaluation Form 2		Points Available	200				
			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?	20					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is there evidence that the proposal has been prepared based on an in-depth understanding and prior knowledge of the project environment?	30					
2.5	Is the conceptual framework adopted appropriate for the task?	30					
2.6	Is the scope of the task well defined and does it correspond to the TOR?	40					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	40					
<b>Total for Proposed Work Plan and Approach (II)</b>		<b>200</b>					

<i>Proposal Evaluation</i>			<i>Points Available</i>				
<i>Form 3</i>			<i>500</i>				
			A	B	C	D	E
<b>Proposed Project Team</b>							
<b>3.1</b>	<b>Project Manager cum Programmer (1)</b>	<b>100</b>					
	5 years of work experience in software project management	30					
	Number of similar assignments carried out (minimum 3)	30					
	Similar government projects handled/carried out	20					
	Academic Qualifications (Master in IT)	20					
	<b>Sub-total</b>	<b>100</b>					
<b>3.2</b>	<b>Flutter Developer (1)</b>	<b>100</b>					
	2 Years of experience in Flutter Developer	30					
	Number of similar assignments carried out (minimum 2)	30					
	Similar government project handled/carried out	20					
	Academic Qualifications (Bachelors in IT or equivalent)	20					
	<b>Sub-total</b>	<b>100</b>					
<b>3.3</b>	<b>Front-end developer (1)</b>	<b>100</b>					
	2 Years of experience and knowledge as a Front-end developer	30					
	Number of similar assignments carried out (minimum 2)	30					
	Similar government projects handled/carried out	20					
	Academic Qualifications (Bachelors in IT or equivalent)	20					
	<b>Sub-total</b>	<b>100</b>					
<b>3.4</b>	<b>Dev OPS expert (1)</b>	<b>100</b>					
	2 years of experience and knowledge in Dev OPS	30					
	Number of similar assignments carried out (minimum 2)	30					
	Similar government projects handled/carried out	20					



	Academic Qualifications (Bachelors in IT or equivalent)	50					
	<b>Sub-total</b>	<b>100</b>					
<b>3.5</b>	<b>Quality Analyst (1)</b>	100					
	2 years of experience and knowledge in software documentation	30					
	Number of similar assignments carried out (minimum 2)	30					
	Similar government projects handled/carried out	20					
	Academic Qualifications (bachelor's or equivalent)	20					
	<b>Sub-total</b>	<b>100</b>					
	<b>Total Form 3</b>	<b>500</b>					
	<b>Grand Total (Form 1 + Form 2 + Form 3)</b>	<b>1000</b>					

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 / Organization 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.

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



**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.

A handwritten signature in black ink, consisting of a stylized 'P' followed by a dot.





**Enhancing Access to Justice through Institutional Reform Project-II  
(A2J Project)**

**Terms of Reference (ToR) for Firm/Service Provider**

**Annex II**



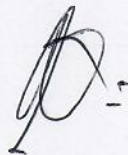
**Regular Maintenance Contract for Integrated Legal Aid Reporting Software and Mobile Application**

**April 2024**



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## 1.Introduction:

Enhancing Access to Justice through Institutional Reform Project-II (A2J Project) 2021-2026 is currently being implemented under the overall leadership of Ministry of Law, Justice and Parliamentary Affairs (MoLJPA), in collaboration with Office of Chief Minister and Council of Ministers (OCMCM) of four Provinces (Koshi, Madhesh, Karnali and Sudurpaschim) and in a close partnership with UNDP Nepal. The Project has completed the second year of the implementation. The Project is significantly achieving expected results and supported the legal aid providers and authorities to effectively manage and provide legal aid services to people, in particular women, and other marginalized groups in a sustainable and quality manner to increase Access to Justice. The Project is exclusively focusing more on the enhancing access to justice of women and marginalized communities through offering of institutional and technical support to the justice sector actors, victim and criminal justice systems in Nepal.

The Integrated Legal Aid Reporting Software (ILARS) was initiated in 2022 collaboratively by the Ministry of Law and Justice and Parliamentary Affairs (MoLJPA), the Nepal Bar Association (NBA), and the Access to Justice Project (A2J) initiative. This software plays a pivotal role in facilitating legal aid services, improving efficiency, and ensuring accurate reporting. To sustain the benefits of ILARS, a Regular Maintenance Contract (RMC) is proposed, encompassing essential services for ongoing support and enhancement.

## 2. Background of software

An ILARS supports the public to get access to justice service by using proposed system. Self-case registration and dynamic case management features of ILRAS support connecting to various legal aid services provided and get update on status of registered cases.

System support to improve decision making processes, provide better level of reports of legal aid service provided by DLAC, Pro- Bono, district lawyer and other stake holder and enhance transparency, accountability, and inclusiveness, through provision of relevant, accurate and up-to-date data and information at all levels.

The specific features of software and mobile application are to achieve the following targets:

- Establish to self-case registration mechanism from citizen.
- Uniform reporting templates for all legal aid service providers in all municipalities /district / province level.
- Efficient and uniform data collection mechanism and store in one platform.
- Quick compilation of monthly / quarterly and semi / annual reports and reports on demand.

*(Application is developed by using React, Java, PostgreSQL, and Flutter technology)*

## 3. Features of Software and Mobile Applications

### **User registration (service seeker and service provider) and role management**

This area covers the functions of self-user registration, approval, and role management of user's classification and self-user registration and approval can do through the SMS and verified email and system administrator role.

### **Service Request Modules**

- The system has features to request legal aid service via mobile and web application.
- System has features to select the various service provider by registered service seeker.
- The system has features to show the # of solved cases, pending cases and availability of service provider while selecting service provider from service seeker.





<ul style="list-style-type: none"> <li>• The system allows to send SMS and email notification to service provider upon service request.</li> <li>• The system allows to send the SMS / email notification to service seeker after approving request from service provider.</li> <li>• The system shows the list (<i>rural municipalities and district wise</i>) of registered service providers and allows to choose.</li> <li>• System should allow to make phone calls from mobile application to service provider and vice versa.</li> </ul>
<b>Data Collection Modules (Mobile application and web application)</b> <ul style="list-style-type: none"> <li>• The system has features to collect data in offline mode.</li> <li>• Mobile applications are compatible to both Android and iOS platforms.</li> <li>• Mobile applications are linked with data collection web application and synchronize data automatically when submitted from mobile application.</li> <li>• For data collection purpose mobile and web application is designed in multilingual (Nepali and English).</li> </ul>
<b>Data Collection templates</b> <ul style="list-style-type: none"> <li>• System has features to manage all field of data collection templates to insert and manage the option dynamically.</li> </ul>
<b>Others features in mobile and web applications.</b> <ul style="list-style-type: none"> <li>• Mobile and web applications allow users to download self-entered data in the form of excel, pdf, csv file for further analysis.</li> <li>• Service seekers get status of their registered case from notification (SMS and firebase)</li> <li>• Both mobile and web data collection modules have interactive system tour guide for users to support data collection, editing and sending.</li> <li>• System has separate interactive dashboard for service provider showing total number of registered cases, pending cases, solved cases, cases by type, disaggregated data with province, district rural / municipalities and date wise filter option in both mobile and web application.</li> </ul>
<b>Profile page of registered service provider</b> <ul style="list-style-type: none"> <li>• The system has features to show all registered service provider seeker with their information (Province, districts, local level, type, gender, expertise, availability etc). This page also has features of data filter / selection criteria.</li> <li>• System has capabilities to download data of service provider in the form of excel, pdf, csv file for the further analysis.</li> </ul>
<b>Chat Feature</b> <ul style="list-style-type: none"> <li>• The system has chat features where service provider and seeker can text each other for communication.</li> </ul>
<b>Reporting and data analysis</b> <ul style="list-style-type: none"> <li>• The system has capabilities to generate reports of all fifteen templates on a cumulative and separate basis.</li> </ul>



<ul style="list-style-type: none"> <li>• System can generate various case reports (requested, registered, pending, finalized, type, decision made, status etc.)</li> <li>• The system allows you to download all reports in the form of excel. pdf. csv for further analysis.</li> <li>• The system has features to generate reports on demand by selecting reporting parameters and date interval.</li> <li>• The system has features to download individual case reports in Ms. Word, PDF etc.</li> <li>• System has features to generate graphical report (Bar, Pie, Line etc)</li> </ul>
<b>Notification Management</b> <ul style="list-style-type: none"> <li>• System has capabilities to configure and setup Notification Criteria.</li> <li>• The system has features to select the medium through which the message is transfer or alerts are sent.</li> </ul>
<b>Dashboard</b> <ul style="list-style-type: none"> <li>• The system has two dashboards (for General Public and for middle and higher management)</li> <li>• The dashboard of the system compiles and analyses information from a wide range of sources to support decision making process.</li> <li>• Dashboard shows information on graphs like bar charts, pie charts, line charts, Maps (Rural Municipalities, Districts, Province, and Country level information) with filter and date (to and from) picker features.</li> </ul>

#### 4. Objective of the task

The primary objective of this Regular Maintenance Contract is to ensure the seamless operation of the Integrated Legal Aid Reporting Software throughout the contract period. This includes addressing software issues, implementing updates, and providing technical support to maximize the utility and effectiveness of ILARS.

#### 5. Scope of Services

The scope of the Regular Maintenance Contract encompasses the following key services:

- **Software Updates and Upgrades:** Regular updates and upgrades to keep the ILARS web and mobile application aligned with the latest requirements, security protocols, and technological advancements.
- **Technical Support:** Timely resolution of ILARS software-related issues through a dedicated helpdesk, ensuring minimal downtime and uninterrupted service.
- **Performance Optimization:** Periodic reviews and optimizations to enhance the performance and responsiveness of system.
- **Backup and Recovery:** Implementing robust backup and recovery procedures to safeguard data integrity and ensure quick restoration in case of any unforeseen incidents.
- **Hosting security and backup:** Regularly oversight of the server in coordination with MoLIPA and A2J technical team.
- **Update dashboard:** Regularly oversight of the dashboard on system and change as per need.
- **Integrated SMS gateway:** Integrated the SMS gateway API with ILRAS for effective communication. **(SMS gateway will be provided by MoLIPA and A2J)**
- **Training and capacity building:** Provide regular support on virtual and physical training on the operation of the application software, generation of reports, maintenance of User Logins and operations of the backend servers, policies, and procedures.
- **Training manuals and guidelines:** Update operations manuals including user manuals, training manuals etc. in both English and Nepalese languages.
- Manage the staging server for training and test environment.



#### 6. Duration of the Contract:

The RMC will be valid until 31 December 2024 with an option for renewal on an annual basis for upcoming years at the quoted price upon mutual agreement.

#### 7. Required Workforce<sup>1</sup>:

##### **Project Manager and Programmer - 1**

###### **Qualification**

- ME/M Tech in IT/Other relevant university degree in IT.
- Good communications and interpersonal skills

###### **Experience**

- Preferably 5 years' experience on large IT projects
- Managed similar projects for preferably 3 years.
- Extensive exposure to government projects

###### **Responsibilities**

- Support on bug fixing and enhancements of the system.
- Regularly update the system and application as requested by MoLIPA and A2J
- Integrate the SMS gateway with the system.
- Support on change management.

##### **Front End Developers - 1**

###### **Qualification and skills**

- Bachelor's degree in computer science / IT equivalent
- Good communications and interpersonal skills and fluency in written and spoken English.

###### **Experience**

- Preferred 2 years' experience with HTML/XHTML, CSS, and Java Script
- Preferred 2 years front end development experience.

###### **Responsibilities**

- Support on bug fixing and enhancements of the system.
- Regularly update the system and application as requested by MoLIPA and A2J
- Support on change management.

##### **Dev OPS – 1**

###### **Qualification and skills**

- Bachelor's degree in computer science / IT equivalent
- Good communications and interpersonal skills
- Fluency in written and spoken in English and Nepali

###### **Experience**

- Preferably 2 years of experience in server management and troubleshooting

###### **Responsibilities**

- Support on installation of system in and test platform.
- Monitor the server.
- Support on change management.

##### **Flutter Developer – 1**

###### **Qualification and skills**

- Bachelor's degree in computer science / IT Equivalent
- Good communications and interpersonal skills

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<sup>1</sup> At least one member of the proposed human resource must be women and representative from marginalized community.



- Skilled in Android/iOS App Development, Firebase, Git, REST, and more.

#### **Experience**

- Preferably 2 years of experience mobile application development in Android and iOS platform

#### **Responsibilities**

- Support on bug fixing and enhancements of the ILARS mobile application.
- Regularly update the mobile application as requested by MoLJPA and A2J
- Support on change management.

#### **Quality Control Analyst – 1**

##### **Qualification and skills**

- Bachelor's degree in computer science / IT Equivalent
- Good communications and interpersonal skills
- Skilled on QA related task.

##### **Experience**

- Preferably 2 years of in QA

##### **Responsibilities**

- Regularly update the mobile application as requested by MoLJPA and A2J Project
- Support on change management.

#### **8. Required qualification of consultant firm**

- Legally Registered in Nepal
- Demonstrated two years of experience and expertise in the design and management of data collection, analysis, and reporting software in react, Java, postgresSQL and flutter technology.
- Demonstrate experience and expertise in mobile data collection and reporting technology.
- The consultant / firm should have a proven record of system development in government sectors, at least two such products developed on the market and running for high-end version.
- Demonstrate experience in designing reporting and interactive dashboard in web - version and present / visualize the information.
- Demonstrated experience in mobile application in flutter technology.
- Professional work experience in Nepal preferred.
- Proof of concept of similar project.
- Demonstrate the quality standards – maintained organization wide.

#### **9. Deliverables**

The project should deliver:

- Regular maintenance upon running application for Integrated Legal Aid Reporting Software and Mobile Application
- Quarterly maintenance report

#### **10. Proposal submission details**

Qualified bidders including are expected to submit a detailed proposal for undertaking the task. The technical and financial proposal is to be submitted separately in the provided format.

The submitted proposal should specifically highlight the following.

- Prior experience in developing similar systems and applications.
- Prior experience with offline data collection, data management, data analysis and information visualization.
- Names, qualifications, and experiences of all staff to be involved with the assignment.
- Detailed technical proposal as per **scope of service**.
- Detail breakdown budget.





### 10.1. Proposal outline

A suggestive format for the proposal is outline below:

**Background:** Brief background about the consulting firm and its objective and strength in (HR capacity, Project Management, # of successful projects etc.)

**Work plan:** The proposal should clearly mention details of each activity including preparatory work, designing, preliminary sharing, suggestion and feedback, and guidance notes. The timeline and person(s) responsible for each activity needs to be clearly mentioned.

**Architecture:** The proposal should clearly state the architecture of modules mention on section 3.2

**Team composition:** Provide the number of persons needed for assignment by position and assigned responsibilities. *(A2J / UNDP may ask additional documents for further verification of proposed team composition)*

**Understanding of Task:** In this section the consultant should present the details on understanding of system and application concept.

**Consultant/firm division of labor/human resource:** Provide information on key professionals and their level of effort for the different activities of the assignment. A suggestive matrix is provided below:

S. #	Name of expert	Marks (500 points)	Working days in months	Education	Experience in years after last degree
1	Project Manager cum Programmer 1	100			
2	Flutter Developer 1	100			
3	Front end developer 1	100			
4	Quality Analyst	100			
5	Dev OPS expert 1	100			

**Firm Expertise:** This section should highlight the experience of the consultant/firm in developing the similar application and system, preferably with innovative techniques/ designs.

**Progress updates:** This section should clearly indicate the mechanism that would be used to communicate with A2J / Officials on regular update about the recent MIS system status.

**Detailed Budget:** This section should provide the estimated budget for each activity, clearly mentioning rates and how rates are estimated. Possible line items are suggested below:

- Daily rate of key professionals
- System maintenance cost
- 1,500 SMS credit of all operating network over the country for RMC period.
- Staging server cost for RMC period (for test and training environment)

### 10.2. Consultant/firm division of labor

Provide information on key professionals and their level of effort for the different activities of the assignment with estimated budget. A suggestive matrix is provided below:





**Human resource cost (A)**

S. #	Name of expert	Working days	Rates (NPR)	Total Amount (NPR)	Remarks
1	Project Manager cum Programmer - 1				
2	Flutter Developer 1				
3	Front-end developer 1				
4	Quality Analyst				
5	Dev OPS expert 1				
<b>Subtotal (A)</b>					

**Other Cost (B)**

S.#	Description	Year of subscription	Rate	Total Amount	Remarks
3	SMS				1500 SMS
4	VPS	RMC period			Managed in Nepal
<b>Subtotal (B)</b>					
<b>Subtotal (A+B)</b>					
<b>VAT (13%) for (A+B)</b>					
<b>Grand Total</b>					

**Amount in words:****11. Project Management**

Regular maintenance updates, preferably on a monthly/quarterly basis, will be required throughout the project. The project manager and team members will engage in discussions and provide status reports during these updates.

**12. Evaluation and comparison of proposal**

A two-stage procedure is utilized 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% (700 points)** of the **obtainable score of 1000 points** in the evaluation of the technical proposals.

The technical proposal is evaluated based on 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)	20%	200
3.	Personnel (Form 3)	50%	500
Total			1000

Program Proposal Evaluation Form 1		Points available	300				
			A	B	C	D	E
Expertise and experience in application development of a similar nature of Service Provider submitting Proposal							
1.1	The reputation of Organization and Staff (Competence / Reliability)	20					
1.2	Experience on the similar application development.	50					
1.3	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)	20					
1.4	The capacity of the organization to develop application on legal aid and similar reporting system	30					
1.5	Quality assurance procedures, warranty	20					
<b>Subtotal (1.1 to 1.5)</b>		<b>140</b>					
1.6	Relevance of:						
	- Specialized knowledge on developing legal aid reporting software	60					
	- Experience on Similar Projects	50					
	- Work for UNDP/ major multilateral/ or bilateral programs	50					
<b>Sub Total for 1.6</b>		<b>160</b>					
<b>Total for Expertise of Service Provider submitting proposal (I)</b>		<b>300</b>					

Proposal Evaluation Form 2		Points Available	200				
			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?	20					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is there evidence that the proposal has been prepared based on an in-depth understanding and prior knowledge of the project environment?	30					



2.5	Is the conceptual framework adopted appropriate for the task?	30					
2.6	Is the scope of the task well defined and does it correspond to the TOR?	40					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	40					
Total for Proposed Work Plan and Approach (II)		200					

Proposal Evaluation			Points Available		500				
Form 3					A	B	C	D	E
Proposed Project Team									
3.1	Project Manager cum Programmer (1)	100							
	5 years of work experience in software project management	30							
	Number of similar assignments carried out (minimum 3)	30							
	Similar government projects handled/carried out	20							
	Academic Qualifications (Master in IT)	20							
	Sub-total	100							
3.2	Flutter Developer (1)	100							
	2 Years of experience in Flutter Developer	30							
	Number of similar assignments carried out (minimum 2)	30							
	Similar government project handled/carried out	20							
	Academic Qualifications (Bachelors in IT or equivalent)	20							
	Sub-total	100							
3.3	Front-end developer (1)	100							
	2 Years of experience and knowledge as a Front-end developer	30							
	Number of similar assignments carried out (minimum 2)	30							
	Similar government projects handled/carried out	20							
	Academic Qualifications (Bachelors in IT or equivalent)	20							
	Sub-total	100							
3.4	Dev OPS expert (1)	100							
	2 years of experience and knowledge in Dev OPS	30							
	Number of similar assignments carried out (minimum 2)	30							
	Similar government projects handled/carried out	20							
	Academic Qualifications (Bachelors in IT or equivalent)	50							
	Sub-total	100							
3.5	Quality Analyst (1)	100							
	2 years of experience and knowledge in software documentation	30							



	Number of similar assignments carried out (minimum 2)	30					
	Similar government projects handled/carried out	20					
	Academic Qualifications (bachelor's or equivalent)	20					
	<b>Sub-total</b>	<b>100</b>					
	<b>Total Form 3</b>	<b>500</b>					
	<b>Grand Total (Form 1 + Form 2 + Form 3)</b>	<b>1000</b>					

### 13. Selection process

Selection will be based on the technical proposal submitted, qualifications and experience identified in document and proof of concept submitted. Only technically verified firms are qualified for financial evaluation and final calculation will be done on weighted average methods.

***\*Right to selection and reject of technical proposal remains on selection team.***

### 14. Payment

A2J / UNDP shall affect payments to the consultant/firm after acceptance by A2J / UNDP of the invoices submitted by the firms, upon achievement of the corresponding milestones.

- Thirty percent of the agreed amounts will be paid after signing the contract.
- Forty percent of the agreed amounts will be paid after the successful submission of quarterly maintenance report after completion of 70% contract duration period.
- The remaining thirty percent amount will pay after the completion of yearly maintenance report before 15 days of contraction completion.

### 15. Renewal and Termination

The contract can be renewed upon mutual agreement between the parties. Termination clauses will be clearly defined, outlining conditions under which either party can terminate the contract.

### 16. Security and Confidentiality:

The service provider will adhere to stringent security protocols to safeguard the confidentiality and integrity of the legal aid data stored in ILARS.

### 17. Submission of Proposal:

Please submit separate technical and financial proposal in two different sealed envelopes in the name of: **A2J / UNDP - ILARS Regular Maintenance Contract** and send the document to the **A2J / UNDP Project Office, Babar Mahal, Kathmandu**. The incomplete and late submission proposal will not be reviewed.





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 authorized to sign Proposal for and on behalf of



**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.

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.

**Cost Breakdown per Deliverables**

Price Schedule for <b>REFERENCE: A2J/RFP/2024/01: "Regular Maintenance Contract for Integrated Legal Aid Reporting Software and Mobile Application"</b>					
<b>Request for Price Proposals for Services</b>					
<b>S. N.</b>	<b>Description</b>	<b>Unit (person, days etc.)</b>	<b>Quantity/ days</b>	<b>Rate</b>	<b>Amount (NPR)</b>
<b>1</b>	<b>Human resource cost</b>				
1.1	Project Manager cum Programmer 1	Person			
1.2	Flutter Developer 1	Person			
1.3	Front-end developer 1	Person			
1.4	Quality Analyst	Person			
1.5	Dev OPS expert 1	Person			
	<b>Subtotal of human resources (1)</b>				
<b>2</b>	<b>System Deployment Cost</b>				
2.1	SMS (1500 SMS)				
2.2	VPS (RMC period)				
	<b>Subtotal of System Deployment cost (2)</b>				
	<b>Subtotal</b>				
	<b>VAT @ 13%</b>				
	<b>GRAND TOTAL [1+2]</b>				

Note: Number of days for human resources are indicative only.

(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 an 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.



**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*.

**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*.

**19. 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.



## STATEMENT OF COMPLIANCE WITH TERMS AND CONDITIONS

<b>MUST BE DULY COMPLETED AND RETURNED WITH PROPOSAL.</b>
---

Please confirm acceptance of the following:

ITEM	DESCRIPTION	ACCEPTED (Y/N)
<b>CONDITIONS:</b>	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	
<b>TIMELINE:</b>	Refer to detail ToR	
<b>PAYMENT TERMS:</b>	Refer to detail ToR	
<b>VALIDITY OF PROPOSAL:</b>	<u>Minimum</u> 90 days	
<b>CURRENCY OF PRICES</b>	<u>Must</u> be in Nepalese Rupees.	

**Submitted by:**

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal: