



Date:

### Request for Proposal (RFP)

Reference No.: Local Governance and Community Development Program (LGCDP) - TSNGP

Dear Proposers,

You are requested to submit a proposal for undertaking:

**Sharing Guidelines for Natural Resources; Sand, Gravel and Stones between different governments agencies, 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 **05:00 PM NST on (15 November, 2017 )** to the Project Management Unit.

**National Project Manager  
Local Governance and Community Development Program  
(LGCDP)  
Singhdurwar  
Tel:014257363**

3. The consulting firms/ Companies who have submitted proposal earlier will be counted for evaluation and hence need not re-apply.

Proposals that are received by *(Local Governance and Community Development Program (LGCDP))* 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.

*(Local Governance and Community Development Program (LGCDP))* looks forward to receiving your proposal and thanks you in advance for your interest in *(Local Governance and Community Development Program (LGCDP))* procurement opportunities.

Yours sincerely,

Resham Lal Kandel  
National Project Manager

## Annex I

### INSTRUCTIONS TO PROPOSERS

#### A. Introduction

##### Definitions

- a. "Contract" refers to the agreement that will be signed by and between the (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) through this RFP.
- g. "RFP" refers to the Request for Proposals consisting of instructions and references prepared by (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) under the RFP.
- i. "Supplemental Information to the RFP" refers to a written communication issued by (*Local Governance and Community Development Program (LGCDP)*) 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 Ministry of Federal Affairs and Local Development (MoFALD) with the support of DFID is implementing the Environment Friendly Local Governance (EFLG) since FY 2013/14. UNDP,

UNCDF and UNEP also provide support to EFLG through the Local Government and Community Development Program II (LGCDP II) of MoFALD, which started in the same FY 2013/14. LoCAL and PEI support has been fully integrated within the EFLG and the MoFALD has full ownership of the program. DFID support to EFLG was ended in July 2017, and the Government of Nepal has committed to continue EFLG with its own resource and has allocated USD 2.0 Mln for the FY 2017/18. MoFALD, UNCDF and PEI agreed to implement a one-year EFLG Transition Support Plan for 2017/18, to ensure continuity of the EFLG towards a larger program design for 2018/19 and beyond.

In January 2017, a joint UNCDF and UNEP mission took place to review LoCAL and PEI support within EFLG. The mission concluded that both UNCDF and UNEP would continue support in the next phase, however, the prime strategy should be to improve the weaknesses and replicate the strength observed in the first phase. The mission recommended re-designing of EFLG within the changed context correcting the previous weaknesses and adopting the lesson learned of EFLG as indicated by DFID's observations plus UNCDF/UNEP findings and recommendations. The mission also highlighted the new federal structure of seven provinces and 753 new LG structures.

LGs in the federal context are more powerful and resource available. Therefore, the new design of EFLG should consider all these new developments as well as improve the lessons from the previous one. The EFLG also has to integrate the Performance-based Climate Resilience Grant systems, replacing the present annual fixed Grant modality. Furthermore, as the size of budget for 2017/18 is decreased due to closure of DFID support, the mission recommended to concentrate implementation of the EFLG in one State and a in a cluster of new LGs and to concentrate government EFLG resources accordingly, as well as the implementation support and technical assistance.

### **Environment Friendly Local Governance**

The concept of EFLG is developed to enhance ownership and capacity of LGs enables to design and implement environmental protection as a key program. The EFLG program is supported by DFID and it has covered 66 Village Development Committees (VDCs) and 54 Municipalities in 16 districts of Nepal. Out of this coverage LoCAL is piloted in six VDCs of two districts (Rupandehi and Dhading). PEI has been providing support to MoFALD to integrate pro-poor environment and climate change issues into the local planning and budgeting systems as part of the LGCDP since 2010. PEI's target local areas overlap with LoCAL and the two initiatives have made efforts to provide coordinated support to the local authorities in Dhading and Rupandehi. The EFLG including PEI and LoCAL is following the regular planning and budgeting process of LGs. The EFLG programs are implemented by respective VDCs and Municipalities and two approaches are adopted for fund transfer. For VDCs the funds are transferred through respective District Development Committees (DDCs) whereas it is directly transferred to Municipalities. LoCAL is

implemented only at VDC level. Therefore, all LoCAL funds is transferred to VDCs through respective DDC.

The LoCAL mechanism has been adopted by MoFALD as the national EFLG financing mechanism for Local Governments of environment and climate related development grants. However, MoFALD is keenly interested to continue EFLG with government's own resources and to establish a EFLG programme aiming to make larger impact on local climate resilience in Nepal. The program is being implemented under the broader umbrella of Sub National Governance – Transition Support Plan.

## Objective of the Assignment

To integrate social and environmental sustainability into fiscal decentralization process, particularly in the generation of revenue by the LGUs from Sand Gravel and Stones (SGS) and ensure sustainable management of sand gravel and stones.

### Specific objectives

- Information sharing on the proposed revenue generation and revenue sharing mechanism of natural resources, specially sand, gravel and stones in Nepal
- Sharing the procedures for management of sand gravel and stones and seek feedback from the participants
- Help local government units increase fiscal capacity for financing pro-poor environment and climate change needs of poor women and men
- Analyze and update the revenue sharing mechanism, procedure and prepare policy brief in English and Nepali
- Build on the existing sand gravel and stone Sustainable Management of Sand, Gravel and Stones: Mobilizing Revenue and Sharing Mechanism

### 2. Cost of proposal

The Proposer shall bear all costs associated with the preparation and submission of the proposal and, (*Local Governance and Community Development Program (LGCDP)* ) 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 the each requirement. Proposal offering only part of the requirement will 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 (*Local Governance and Community Development Program (LGCDP)*) entity in writing at the organisation's mailing address indicated in the RFP.

Contact details for inquiries (written inquiries only): (*Local Governance and Community Development Program (LGCDP) Procurement Unit*, ekrajsigdel@gmail.com

Subject line of Email: **Sharing Guidelines for Natural Resources (Sand, Gravel and Stones) between different government agencies.**

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on (*15 November, 2017*). (*Local Governance and Community Development Program (LGCDP)*) shall upload the response of inquiries in the website by (*15 November 2017*).

Insertweb-portal – [lgcdp.gov.np/rfp](http://lgcdp.gov.np/rfp)

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

Any delay in (*Local Governance and Community Development Program (LGCDP)*) response shall be not used as a reason for extending the deadline for submission, unless (*Local Governance and Community Development Program (LGCDP)*) determines that such an extension is necessary and communicates a new deadline to the Proposers.

Note: This email address is officially designated by (*Local Governance and Community Development Program (LGCDP)*). The subject line of the email for query should be same as mentioned above.

(*Local Governance and Community Development Program (LGCDP)*) shall have no obligation to respond nor can (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by



the procuring (*Local Governance and Community Development Program (LGCDP)*) entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring (*Local Governance and Community Development Program (LGCDP)*) 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**

(*Local Governance and Community Development Program (LGCDP)*) shall make payments to the Contractor after acceptance by (*Local Governance and Community Development Program (LGCDP)*) 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**

**(*Local Governance and Community Development Program (LGCDP)*),**

**Singhdarwar , Kathmandu, Nepal**

**Marked with Task: Sharing Guidelines for Natural Resources (Sand, Gravel and Stones) between different government agencies**

(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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*), the lead entity identified to represent the joint venture shall not be altered without the prior written consent of (*Local Governance and Community Development Program (LGCDP)*).

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 (*Local Governance and Community Development Program (LGCDP)*).

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 (*Local Governance and Community Development Program (LGCDP)*) as the most responsive Proposal that offers the best value for money, (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) entity at the address specified under clause *Sealing and marking of Proposals* no later than (*15 November 2017*), 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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) 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% (490 points) of the obtainable score of 700 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	20%	140
2.	Proposed Methodology, Approach and Implementation	60%	420
3.	Management Structure and Key Personnel	20%	140
<b>Total</b>			<b>700</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 / Organisation Submitting Proposal

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

**Form 2:** Proposed 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 Research Assistant**) 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.**

**Form 4: Scoring System of Technical Proposal:**

4.1 Scoring for expertise of Firm/ organisation submitting proposal:

S.No	Description	Maximum Obtainable Marks
1	Demonstrated ability to perform the task with adequate number of staff – (Team Leader and Research Assistant)	20
2	Prior relevant experience (20 points for each experience)	80
3	Working experience with GoN and UNDP (20 points for each experience)	40
	<b>Total</b>	<b>140</b>

4.2 Scoring for proposed methodology, approach and implementation:

S. No.	Description	Maximum Obtainable Marks
1	Organization and management	10
2	Presentation in the documents	40
3	Understanding of assignment, methodology proposed for the activity (clarity and completeness) and presentation	150
3.1	Understanding of the Assignment	50
3.2	Methodology Clearance	75
3.3	Presentation of the proposal	25
4	Measurability of the project objectives and practical usefulness of the indicators formulating measuring success	90
4.1	Measurability strategies for achieving the objective	45
4.2	Approach to achieve the objective	45

5	Logical coherence between objectives, results, activities and resources	80
6	Providing working schedule in chronological order	50
<b>Total</b>		<b>420</b>

#### 4.3 Scoring for management structure and key personnel:

<i>Proposal Evaluation</i>			<i>Points Available</i>	<i>Service Providers</i>				
				A	B	C	D	E
<b>Project Staff</b>								
4.3.1	<b>Team Leader</b>							
		Sub-Score	100					
	At least Master's Degree in the field of environment, forestry, natural resources, climate change adaptation or Public Sector Management;	50						
	S/he should have at least 10 years professional working experiences in the field of local governance with adequate knowledge on program management, public finance and climate change	20						
	Good knowledge on local body planning and budgeting process, as well as climate change issues	10						
	Good understanding on issues of sustainable management of sand gravel and stones and use of tools like EIA, IEE	10						
	Good skills in designing and facilitating workshops and meetings	10						
	Extensive experience in project design and report writing							
		<i>100</i>						
4.3.2	<b>2) Research Assistant</b>							
		Sub-Score	40					
	At least Bachelor's in English literature and other related development field	20						

	S/he should have computer knowledge in Microsoft word, excel and power point	10						
	S/he should have skills of typing both in English and Nepali	10						
		40						
	<b>Total</b>		<b>140</b>					

**23. Award criteria, award of contract**

The procuring (*Local Governance and Community Development Program (LGCDP)* ) 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.



## Annex II

### TERMS OF REFERENCE (TOR)

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Ministry of Federal Affairs and Local Development  
Environment Management Section  
Local Governance and Community Development Program  
Poverty Environment Initiatives

#### **Terms of Reference (ToR) for organizing Workshop on Policy Analysis on Sustainable Generation of Local Government Revenues from Sand, Gravel and Stones in Nepal**

LGCDP/PEI AWP – 2017  
No of Days: 21 days  
Sub Activity 09.09.02  
Duty Station: Kathmandu

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## 1. Introduction and Background

The Ministry of Federal Affairs and Local Development (MoFALD) with the support of DFID is implementing the Environment Friendly Local Governance (EFLG) since FY 2013/14. UNDP, UNCDF and UNEP also provide support to EFLG through the Local Government and Community Development Program II (LGCDP II) of MoFALD, which started in the same FY 2013/14. LoCAL and PEI support has been fully integrated within the EFLG and the MoFALD has full ownership of the program. DFID support to EFLG is ending by July 2017, and the Government of Nepal has committed to continue EFLG with its own resource and has allocated USD 2.0 MIn for the FY 2017/18. MoFALD, UNCDF and PEI agreed to implement a one-year EFLG Transition Support Plan for 2017/18, to ensure continuity of the EFLG towards a larger program design for 2018/19 and beyond.

In January 2017, a joint UNCDF and UNEP mission took place to review LoCAL and PEI support within EFLG. The mission concluded that both UNCDF and UNEP would continue support in the next phase, however, the prime strategy should be to improve the weaknesses and replicate the strength observed in the first phase. UNCDF/LoCAL fielded another International Climate Change expert in April 2017 to develop an outline for the design of the EFLG Transition Support Plan.

The Constitution of Nepal (2015), provisions three levels of government namely federal, provincial and local. In order to facilitate smooth implementation of the Constitution of Nepal (2015), Nepal has already drafted Local Governance Bill and Unbundled of expenditure assignments. One of the major features of the Bill and Unbundling of expenditure assignment is that more expenditure authority has been given to sub-national government. The Constitution has provisioned National Natural Resources and Finance Commission (NNRFC) which is aimed to provide the objective analysis, guidance and oversight needed on the allocation of financial resources across the various spheres of government, advice on sub-national taxes and revenues and oversee and support the sub-national public financial management issues. Moreover, MoFALD has formed a task force to prepare working procedure for effective management of SGS in the changing context.

With the support of PEI, a report on revenue sharing mechanism among different government tiers has been developed and also the procedure for sustainable management of sand gravel and stones has been developed. It is felt necessary to validate the procedure and revenue sharing mechanism through sharing the reports and procedure with local stakeholders. In this regards, it is proposed to hold two field level stakeholders – one each in Kabhrepalanchowk and Sindhuli. The two districts are selected based on the premises that EFLGP-Transition Support Plan is planned to be implemented in these two districts. The field findings shall be presented to the national level stakeholders. Based on the field workshops and national workshop, the proposed revenue sharing mechanism shall be updated and also finalize the management procedure.

## 2. Objective of the Assignment

To integrate social and environmental sustainability into fiscal decentralization process, particularly in the generation of revenue by the LGUs from Sand Gravel and Stones (SGS) and ensure sustainable management of sand gravel and stones.

### Specific objectives

- Information sharing on the proposed revenue generation and revenue sharing mechanism of natural resources, specially sand, gravel and stones in Nepal
- Sharing the procedures for management of sand gravel and stones and seek feedback from the participants
- Help local government units increase fiscal capacity for financing pro-poor environment and climate change needs of poor women and men
- Analyze and update the revenue sharing mechanism, procedure and prepare policy brief in English and Nepali
- Build on the existing sand gravel and stone Sustainable Management of Sand, Gravel and Stones: Mobilizing Revenue and Sharing Mechanism

## 3. Scope of the Assignment

Sharing workshop on policy guideline for revenue generation (sand, gravel and boulder) and sharing of natural resource will be organized on district that falls under proposed EFLGP-Transitionsl Support Plan implementation areas i.e. Kabhrepalanchowk and Sindhuli. Due to natural and human induced factors these districts have been one of the most vulnerable regions in terms of degradation of natural resources. So this workshop to the local political leaders will enhance their knowledge and motivated them towards the sustainable use of the natural resources without disturbing the ecological niche in the region.

Furthermore, it will enhance the participant's knowledge on all the policies, guidelines and ministerial level circulars regarding effective management of sand, gravel and stones. Feedback and recommendations from the participants will support to revise the policy that can be adopted by the government for advocating sustainable revenue management policy in the new federal system. Moreover, the proposed revenue sharing mechanism will be reviewed and procedure

will be updated. The proposed final stakeholder workshop in Kathmandu will help making the report more applied.

#### 4. Outputs and deliverables

The service provider should deliver following outputs and deliverables:

Deliverables	No. of copies/ language	Contents
Inception report	One copy in English	Objectives, study methodology, work plan, budget breakdown, schedule, participant list, identification of workshop venue etc.
Workshop Report	One in hard copy and another in soft copy	Three workshop report will be produced
Updated EFLGP- Procedure and revenue sharing mechanism	One revenue sharing report in English and procedure in Nepali	Final report that build on the existing Sustainable Management of Sand, Gravel and Stones: Mobilizing Revenue and Sharing Mechanism
Policy brief on proposed revenue sharing mechanism and management recommendations		4 pages policy brief in English

#### 5. Methodology

In order to carry out the study, following methodology will be used;

**Desk Study:** The study will commence with the study of constitutional provisions, GoN policies, relevant guidelines and reports. This would provide broader framework to draft the policy for sustainable generation and sharing of revenues from sand, gravel and stones across the level of governments. Besides, it indicates for the further consultations to determine the scope of work. Also review the current policies and practices, government decisions related to managing sand gravel and stones and sharing of revenues.

**Consultation:** After thorough study of the literatures, consultations with the stakeholders will be carried out. The consulting firm shall facilitate field and central level workshops in Kabhrepalanchowk, Sindhuli and Kathmandu.

**Final Report:** Workshops report will be prepared. Besides as per the agreed Inception Report and ToR, the consulting firm shall submit updated “Sustainable Management of Sand, Gravel and Stones: Mobilizing Revenue and Sharing Mechanism”, Management procedures and four pages policy brief in English.

6. Duration of assignment and indicative timeline. Total : 21 days

Day 1-7	Inception report preparation, information to participants
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Day 7- 16	3 events ( 2 at District level & 1 at center) of workshop organized and prepared workshop report as well as build on the existing reports
Day 16 – 21	Final workshop report, Final report that build on the existing Sustainable Management of Sand, Gravel and Stones: Mobilizing Revenue and Sharing Mechanism and policy brief submission & 4 pages policy brief

## 7. Expertise and Management

The Service Provider shall work under over all guidance of Environment Management Section Chief. A close coordination should be maintained with EFLG- TSP Program Specialist and Climate Change Advisor. S/he should work closely with LGCDP Manager. The Consultant should work closely with LGCDP and Environment Management Section of Ministry Federal Affairs and Local Development. Moreover, the consultant shall maintain close coordination and consultation with LoCAL Technical Coordinator. The consultant will be provided a working space at the MoFALD and will be responsible to bring her/his own computer.

## 8. The assignment shall be done by a team of following two people

### Team Leader

The Team Leader will manage the overall assignment and responsible for all the assign outputs. The team leader will also be responsible for effective liaison with key stakeholders in the government. The Team Leader Should possesses the following qualifications:

- At least Master’s Degree in the field of environment, forestry, natural resources, climate change adaptation or Public Sector Management;
- S/he should have at least 10 years professional working experiences in the field of local governance with adequate knowledge on program management, public finance and climate change
- Good knowledge on local body planning and budgeting process, as well as climate change issues;
- Good understanding on issues of sustainable management of sand gravel and stones and use of tools like EIA, IEE
- Good skills in designing and facilitating workshops and meetings
- Extensive experience in project design and report writing;
- Good communication and written skills in Nepali & English

### Research Assistant

- The incumbent should have at least Bachelor’s in English literature and other related development field
- S/he should have computer knowledge in Microsoft word, excel and power point
- S/he should have skills of typing both in English and Nepali
- S/he shall be responsible to the Team Leader

## 9. Application Evaluation Criteria

MoFALD/LGCDP shall review applications based on the similar working experiences and the robustness of the methodological approach in the submitted application including financial proposal.

## 10. Invitation for the letter of Interest

LGCDP requests consulting firms to submit an application highlighting the letter of interest (LOI) along with proposed methodologies and scope of work (not more than 4 pages), brief technical and financial proposal to carry out the proposed work in sealed envelope to the following address on or before **17:00 hours, 15 November 2017**. We also encourage applicants to share similar assignments conducted earlier (e.g. reports, success stories, news papers etc. in English)

**Prorgam Coordination Unit  
Local Governance and Community Development Program  
Singa Darbar Kathmandu**



## Annex IV

### TECHNICAL PROPOSAL FORMAT

**i) RFP Information**

**RFP Title:** Sharing Guidelines for Natural Resources (Sand, Gravel and Stones) between different government agencies

**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)*



**Annex V**

**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 package shall be clearly mentioned in the proposal cover page, cover letter and inside proposal.

**Sharing Guidelines for Natural Resources (Sand, Gravel and Stones) between different government agencies**

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**  
**Refer to the scope of works and deliverables in detail ToRs.**

Price Schedule for: _____					
Request for Proposals for Services					
Description of Activity/Item (Based on Scope of Works or deliverables described in different ToR)		Number of persons needed to deliver (A)	Number of days needed to deliver (B)	Unit Price/ Daily rate (C)	Total Amount (AXBXC)
1	<b>Professional Service charges</b>				
	a) Team Leader	1	20		
	b) Research Assisstant	1	20		
2	<b>Field Expenses</b>				
	a) DSA				
	b) Travel Cost (including local travel)				
	c)				
3	<b>Other Cost</b>				
	<b>TOTAL COST</b>				
	<b>VAT 13%</b>				
	<b>GRAND TOTAL</b>				

(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.*

## **Annex VI**

### **GENERAL TERMS AND CONDITIONS IN EXECUTION OF THE TASK**

#### **1. Force Majeure**

Without prejudice to their rights the (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*) 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 (*Local Governance and Community Development Program (LGCDP)*).

#### **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 (*Local Governance and Community Development Program (LGCDP)* ) 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 (*Local Governance and Community Development Program (LGCDP)* ) in respect of this project.

**10. Officials not to benefit**

The party warrants that no UNDP or (*Local Governance and Community Development Program (LGCDP)* ) 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 (*Local Governance and Community Development Program (LGCDP)* ).

**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 (*Local Governance and Community Development Program (LGCDP)* ) and UNDP any records or information, oral or written, which (*Local Governance and Community Development Program (LGCDP)* ) may reasonably request for in respect of the work to be performed under this task.
- c. The party shall allow (*Local Governance and Community Development Program (LGCDP)* ) 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 (*Local Governance and Community Development Program (LGCDP)* ) 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 (*Local Governance and Community Development Program (LGCDP)* ), 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 (*Local Governance and Community Development Program (LGCDP)* ) 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 amended only in writing signed by both parties to this task or their duly authorized representatives.

**16. Obligation to inform (*Local Governance and Community Development Program (LGCDP)* ) of changes in conditions**

The party shall promptly and fully notify (*Local Governance and Community Development Program (LGCDP)* ) 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, (*Local Governance and Community Development Program (LGCDP)* ) 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 (*Local Governance and Community Development Program (LGCDP)* )**

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, (*Local Governance and Community Development Program (LGCDP)* ) 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 (*Local Governance and Community Development Program (LGCDP)* ) 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 *(Local Governance and Community Development Program (LGCDP) )*.



## **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 *(Local Governance and Community Development Program (LGCDP) )* 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 *(Local Governance and Community Development Program (LGCDP) )*.

## **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.

## 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)
<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 90 days</u>	
<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: