



Government of Nepal

Form: 3.2

Date: 09 January, 2020

Request for Proposal (RFP)

Reference No.: Provincial and Local Governance support Programme (PLGSP)

Dear Proposers,

You are requested to submit a proposal for developing:

Working Procedures to Develop Capacity Development Plan for Local Governments 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 Reference (TOR) (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 the task should be submitted in two **separate sealed envelopes**, should reach the following address no later than **04:00 PM NST on (15 January, 2020)** to the Project Coordination Unit.

National Project Manager
Provincial and Local Governance support Programme (PLGSP)
Singh Durbar, Kathmandu
Tel: 01-4257363

3. Proposals that are received by the Provincial and Local Governance support Programme (PLGSP) 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. Provincial and Local Governance support Programme (PLGSP) looks forward to receiving your proposal..

Yours sincerely,

Ramesh Adhikari
National Programme Manager

Annex I
INSTRUCTIONS TO PROPOSERS

A. Introduction

1. Definitions

- a. "Contract" refers to the agreement that will be signed by and between the PLGSP 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 PLGSP through this RFP.
- g. "RFP" refers to the Request for Proposals consisting of instructions and references prepared by PLGSP 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 PLGSP under the RFP.
- i. "Supplemental Information to the RFP" refers to a written communication issued by PLGSP 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.

Background

The Ministry of Federal Affairs and General Administration (MoFAGA), the then Ministry of Federal Affairs and Local Development (MOFALD) is the focal ministry for the federal affairs and local governance related matters. Government of Nepal (GON) has restructured the country with 753 local level governments that consist of 460 rural municipalities, 276 municipalities, 11 sub-metropolitan cities and 6 metropolitan cities. The rural municipalities and municipalities have 6,743 Wards in total.

The Provincial and Local Governance Support Programme (PLGSP) is a framework programme of the Government of Nepal (GoN) with an over-arching goal of contributing to attain functional,

sustainable, inclusive and accountable provincial and local governance support Programme. Through the goal, overall impact that the programme aims to achieve is to ensure all citizens receive quality services at the sub national level such that they enjoy better local infrastructures and economic prosperity. The Programme intends to achieve the overarching goal through three outcome areas namely:

- (i) Outcome 1: Government institutions and inter-governmental mechanisms at all levels are fully functioning in support of federal governance as per the Constitution.
- (ii) Outcome 2: Provincial and local governments have efficient, effective, inclusive and Accountable institutions.
- (iii) Outcome3: Elected representatives and civil servants at provincial and local governments have the capacity and serve citizens to their satisfaction.

The PLGSP is a joint programme of the GoN and development partners which aims to strengthen provincial and local governance systems and procedures and inter-governmental relationships to maximize benefits of cooperative federalism. The Ministry of Federal Affairs and General Administration (MoFAGA) is an executing agency while the Offices of the Chief Minister and Council Of Ministers is implementing agencies of PLGSP. Through the programmatic interventions, the PLGSP aims to address five major constraint areas identified during the programme formulation. They include: inter-governmental coordination and implementation, provincial and local government systems and procedures, provincial and local government institutional capacity, empowerment of elected officials and capacity building of civil servants at provincial and local governments and meaningful participation and downward accountability.

The primary focus of PLGSP is on local governments given the principle of subsidiary as local governments are closest to people and service delivery mechanisms that impact most peoples' lives on a daily basis – lies with local governments; and also as elected local governments have expressed the need of institutional and individual capacity support to improve their basic governance and service delivery systems, procedures and structures.

Capacities of elected officials and civil servants at PLG levels are important for better service delivery, better infrastructure and good governance at PLG levels. Capacitated officials can serve citizens to their satisfaction. The trained provincial and local leaders and their personnel are assumed to utilize their acquired knowledge to their optimum with full commitment to serve the citizens. The other motivational factors are assumed to be present at PLGs for best use of available human resources. The precondition is that adequate numbers of officials receive these CD inputs and the quality of delivery of CD inputs is of high standards as required to serve the citizens efficiently and effectively.

The PLGSP is designed as an adaptive programme based on the 'Theory of Change' outlined in the PLGSP programme document, which provides the flexibility for innovation, structural governance reforms, and required changes in the Programme based on enhance capacity development of local government. In order to fulfill the capacity development objective of the programme, each LGs should have an operational capacity development plan and its implementation strategy. At the moment, there is not any procedural guideline on how to develop effective capacity development plan with the local government. Therefore, it is prerequisite requirement to develop a Working Procedures for Capacity Development Plan to help guide Local Governments. In this regard, the service of Company/ Consulting Firm is being sought to Prepare Capacity Development Plan Working Procedures for Local Governments.

MOFAGA/PLGSP has a plan to prepare a 'Working Procedures to Develop Capacity Development Plan for Local Governments' that addresses above requirements immediately. To accomplish this piece of work, PLGSP wishes to engage a suitable consulting firm through outsourcing.

In the light of above background information, MoFAGA hereby invites proposal by interested Individual Company/ Firms to develop a highly proficient and comprehensive Working Procedures to Develop Capacity Development Plan for Local Governments that essentially go along enclosed Terms of Reference (TOR).

Objective of the Assignment

Main objective of this assignment is to prepare a complete set of working procedure to develop capacity development plan for local Government incorporating methods, tools, techniques, formats etc. That is supportive for Identify areas of investment for capacity development to prepare institutional capacity development plan.

2. Cost of proposal

The Proposer shall bear all costs associated with the preparation and submission of the proposal and, *PLGSP* 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 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 as non-responsive.

4. Clarification of solicitation documents

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

Contact details for inquiries (written inquiries only):

To: Provincial and Local Governance support Programme (PLGSP), Procurement Unit,

Email:

Subject line of Email: Prepare a complete set of working procedure to develop capacity development plan for local Government

Website: www.plgsp.gov.np

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on 15 January 2020. PLGSP shall upload the response of inquiries in the website by 15 January 2020.

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

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

Note: This email address is officially designated by (*Provincial and Local Governance support Programme (PLGSP)*). The subject line of the email for query should be same as mentioned above.

PLGSP shall have no obligation to respond nor can PLGSP confirm that the query was officially received, for:

- Inquiries that are sent with the different subject line even to the designated email address.
- Inquiries that are sent to other person/s or address/es, even if they are PLGSP staff.
- Queries for which information is already available in the bidding document.

Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring PLGSP 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 PLGSP 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

5. 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 PLGSP entity shall be written in Nepali 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.

6. 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,

7. 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 PLGSP 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 and submitted in a separate sealed envelope containing the financial proposal.

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.

8. 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.

9. Proposal currencies

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

10. Period of validity of proposal

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

In exceptional circumstances, the procuring PLGSP 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.

11. 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.

12. Payment

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

D. Submission of Proposal

13. Sealing and marking of proposal

(a) The outer envelope shall be:

Addressed to:

National Project Manager

Provincial and Local Governance support Programme (PLGSP)

Singh Durbar, Kathmandu, Nepal

Marked with Task: Working Procedures to Develop Capacity Development Plan for Local Governments

(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.

14. 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 *PLGSP* 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 *PLGSP*, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of *PLGSP*.

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 *PLGSP*.

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 *PLGSP* as the most responsive Proposal that offers the best value for money, *PLGSP* 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.

15. Deadline for submission of proposal

Proposals must be received by the procuring *PLGSP* entity at the address specified under clause *Sealing and marking of Proposals* no later than (15 January 2020), 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 PLGSP 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 PLGSP entity and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposal

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

17. 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 PLGSP 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

18. Opening of proposal

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

19. 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.

20. 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.

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.

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.

21. 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% (49 points) of the obtainable score of 70 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:

$$(Lowest\ Bid\ Offered / Bid\ of\ the\ firm / proposer) \times Weightage$$

Note: "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
A	Technical expertise of individual company/ firm	30%	28
B	Expertise of team leader	40%	21
C	Proposed Methodology, Approach and Documentation	30%	21
Total			70

Scoring System of Technical Proposal:

A. Scoring for technical expertise of Individual Company/ firm		
Sn.	Evaluation Criteria	Maximum Obtainable Marks
1	Reputation of Organisation and Staff (Competence/ reliability)	10
2	Relevance of	
	2.1 Specialized Knowledge	5
	2.2 Experience on Similar Programme/ Projects/ Assignments	7
3	Working experience with Government of Nepal, UN agencies	6
	Sub Total	28

B. Scoring of expertise of Team Leader		
	Evaluation Criteria	Maximum Obtainable Marks
1	More than 10 years of progressive experience in Local governance and also work experiences in policy making.	7
2	Good knowledge in research and development (R&D) and good skill in developing indicators in line SMART concept.	6
3	Good understanding of federalism and local governance in Nepal in the changed context.	2
4	Understanding of existing laws, policies and mechanisms.	2
5	Prior experience in preparing R&D reports.	2
6	Communication and documentation skills	2
	Sub Total	21

C. Scoring for proposed methodology, approach and documentation:		
Sn.	Description	Maximum Obtainable Marks
1	Organization and management of the report	4
3	Understanding of assignment, methodology proposed for the activity (clarity and completeness) and presentation	
	3.1 Understanding of the assignment	5
	3.2 Clear approaches and Methodology	8
1.	Providing working schedule in chronological order	4
	Total	21

The proposal appraisal committee of PLGSP, prior to proposal appraisal, shall set up further detailed scoring criteria and range within the set broad scoring criteria as above.

22. Award criteria, award of contract

The procuring *PLGSP* 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.

23. 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

Prepare Working Procedures to Develop Capacity Development Plan for Local Governments

1. Background

The Provincial and Local Governance Support Programme (PLGSP) is a framework programme of the Government of Nepal (GoN) with an over-arching goal of contributing to attain functional, sustainable, inclusive and accountable provincial and local governance. Through the goal, overall impact that the programme aims to achieve is to ensure all citizens receive quality services at the sub national level such that they enjoy better local infrastructures and economic prosperity. The Programme intends to achieve the overarching goal through three outcome areas namely:

- (iv) Outcome 1: Government institutions and inter-governmental mechanisms at all levels are fully functioning in support of federal governance as per the Constitution.
- (v) Outcome 2: Provincial and local governments have efficient, effective, inclusive and Accountable institutions.
- (vi) Outcome3: Elected representatives and civil servants at provincial and local governments have the capacity and serve citizens to their satisfaction.

The PLGSP is a joint programme of the GoN and development partners which aims to strengthen provincial and local governance systems and procedures and inter-governmental relationships to maximize benefits of cooperative federalism. The Ministry of Federal Affairs and General Administration (MoFAGA) is an executing agency whiles the Offices of the Chief Minister and Council Of Ministers is implementing agencies of PLGSP. Through the programmatic interventions, the PLGSP aims to address five major constraint areas identified during the programme formulation. They include: inter-governmental coordination and implementation, provincial and local government systems and procedures, provincial and local government institutional capacity, empowerment of elected officials and capacity building of civil servants at provincial and local governments and meaningful participation and downward accountability.

The primary focus of PLGSP is on local governments given the principle of subsidiary as local governments are closest to people and service delivery mechanisms that impact most peoples' lives on a daily basis – lies with local governments; and also as elected local governments have expressed the need of institutional and individual capacity support to improve their basic governance and service delivery systems, procedures and structures.

Capacities of elected officials and civil servants at PLG levels are important for better service delivery, better infrastructure and good governance at PLG levels. Capacitated officials can serve citizens to their satisfaction. The trained provincial and local leaders and their personnel are assumed to utilize their acquired knowledge to their optimum with full commitment to serve the citizens. The other motivational factors are assumed to be present at PLGs for best use of available human resources. The precondition is that adequate numbers of officials receive these CD inputs and the quality of delivery of CD inputs is of high standards as required to serve the citizens efficiently and effectively.

The PLGSP is designed as an adaptive programme based on the 'Theory of Change' outlined in the

PLGSP programme document, which provides the flexibility for innovation, structural governance reforms, and required changes in the Programme based on enhance capacity development of local government. In order to fulfill the capacity development objective of the programme, each LGs should have an operational capacity development plan and its implementation strategy. At the moment, there is not any procedural guideline on how to develop effective capacity development plan with the local government. Therefore, it is prerequisite requirement to develop a Working Procedures for Capacity Development Plan to help guide Local Governments. In this regard, the service of Company/ Consulting Firm is being sought to Prepare Capacity Development Plan Working Procedures for Local Governments.

PLGSP has a plan to prepare a 'Working Procedures to Develop Capacity Development Plan for Local Governments' that addresses above requirements immediately. To accomplish this piece of work, PLGSP wishes to engage a suitable consulting firm through outsourcing.

2. Rational

After promulgation of the Constitution of Nepal in 2015, that created pathways to transform centralized and unitary governance system to the federal system. The constitution has made provision of three levels of government – federal, provincial and local. In March 2017 the government of Nepal dissolved the old structure of local governments and declared a new structure based on the report of the Local Level Restructuring Commission (LLRC). Altogether, there are 753 Local Governments in the form of municipalities and rural municipalities. Local government election was held from May to September, 2017. The Local Government Operation Act (LGOA) promulgated to guide the local government functions in October, 2017.

The constitution of Nepal has assigned single and concurrent powers the local governments through its schedule 8 and 9. The Constitution envisages a non-hierarchic relationship among the three levels of government based on principles of coordination, cooperation and coexistence. The newly created local governments have higher level of authorities and functions due to transfer of several service delivery functions of the previous sectoral/line agencies to the local government. In the changed context, the power of the local governments including financial resources increased significantly but they are facing problems to establish functional institutions of governance, deployment of the staff and planning and implementation capacity of assigned power.

In this contest, the Ministry of Federal Affairs and General Administration has intended to prepare a Working Procedures to carry out capacity development plan for local governments. It is expected that the developed Working Procedures will provide guidance to the local governments to prepare respective capacity development plan. It is also expected that the guideline will help address the capacity gaps toward performing better roles of the local government as envisioned by the Constitution, LGOA and other acts, rules and guidelines.

3. Objectives

Overall objective of this assignment is to provide working procedures to the local governments to

prepare mid-term capacity development plan based on capacity gap to perform roles of the local governments as envisioned by the Constitution, LGOA and other acts and rules. Specific objectives behind preparing the working procedures are to support local governments to:

- Identify strength and weaknesses of the local governments to use rights of local governments provided by the constitution, LGOA and other acts, rules and guidelines,
- Support to prepare need based capacity development plan by identifying gaps between existing capacity and desired capacity to provide effective services to the citizens.
- Support to introduce new dimensions of public administration, technology, systems and priority areas.
- Identify weaknesses of the local governments to implement development activities and prepare capacity development plan.
- Identify areas of investment for capacity development to prepare institutional capacity development plan.
- To identify working policy for institutional capacity development.
- To prepare a complete set of working procedure to develop capacity development plan incorporating methods, tools, techniques, formats etc.

4. Scope of work

To achieve the above objective, the consultant will carry out, among others, the following activities:

- Analysis and diagnosis of the overall legal and institutional framework and environment of local government to develop institutional capacity development planning.
- Review and assessment of existing approaches for capacity development of local governments based on national and international practices.
- Analyze institutional and individual capacity gaps separately,
- Prepare draft step by step capacity development planning working procedures and share with the MoFAGA by including capacity gaps assessment tools, SWOT analysis and capacity development planning.
- Identify supply driven components for capacity development planning.
- Organize in-house workshop in the MoFAGA to receive comments.
- Finalize local government capacity development planning working procedures by including comments received from the workshop.
- Final working procedures submission in Nepali.

5. Methodology

A participatory approach will be adopted to prepare the Working Procedures to carry out capacity needs assessments of the local government and prepare capacity development plan with close coordination with PLGSP National Programme director, National Programme manager and other relevant experts. Interaction and consultations will be carried out with

relevant stakeholders (Representatives of MoFAGA, LDТА, MuAN, NARMIN, ADCCN, PLGSP, UNDP and various stakeholders),

The Company/ Consulting Firm will engage with any national expert nominated by PLGSP at Inception and Draft Report stages to ensure that assignment can meet standards required by Nepal government.

Others tasks are listed as below

- Review of legal and background documents
- Preparation of Inception report
- Consultations and meetings with relevant stakeholders
- Drafting of working procedures report
- Presentation of Draft working procedures during a workshop
- Incorporation of comments received from workshop participants.
- Incorporation of comments from MOFAGA/PLGSP
- Preparation of Final report

6. Key Requirement and Qualification of Consultants

- The personnel to be involved in Working Procedures for preparing Capacity Development Plan of Local Governments would comprise of **Team Leader Local Government Capacity Development Expert and Local Governance Expert.**
- **Local Government Capacity Development Expert:** Master's degree in any field of social sciences, having more than 15 years of experience in capacity development areas of local governments, should have sound knowledge on local government functioning, issues and development needs.
- **Local Governance Expert:** Master's degree in any field of social sciences, having more than 10 years of experience in local government systems, should have sound knowledge on local government functioning, issues and development needs.

Tentative time schedule and Deliverables

The total spreading period of this assignment will be maximum 2.5 Months commencing from the date of signing of the contract.

The Company/Consulting Firm will be responsible for delivering the following outputs during the contract period.

SN	Deliverables	Provisions to be included in the report	Duration/Time
1	Inception report	An inception report highlighting the approaches and action plan to be followed in preparation of working procedure.	Within 15 days of signing the contract
2	Draft report on Working Procedures for Capacity Development Plan for Local Governments	A draft report in line with the scope of work mentioned in the ToR	Within 45 days of signing the contract
3	Final report on Working Procedures for Capacity Development Plan for Local Governments	Finalize the report on Working Procedures for Capacity Development Plan for Local Governments by incorporating comments and feedbacks received from stakeholder, workshop participants and MoFAGA/PLGSP	Within 75 days of signing the contract.

7. Reporting, Logistic Support

The Company/ Consulting Firm shall report to the National Programme Director/National Programme Manager of PLGSP. The Company/Consulting Firm will work in close coordination with the Programme Coordination Unit MOFAGA/PLGSP. The Company/Consulting Firm can use the space facility available in PLGSP PCU Office but no other logistic support like Laptop vehicle communication shall be provided.

8. Payment

The Individual Company/Firm shall receive the payment by the PLGSP in three instalments. The Schedule of Payment will be as follows.

- 20 % of the contract amount after submitting the inception report
- 40 % of the contract amount after submitting the draft report

Annex IV
TECHNICAL PROPOSAL FORMAT

i) RFP Information

RFP Title: Prepare of Working Procedures for Capacity Development Plan for Local Governments

Basic Information and profile of the Individual Company/Firm

Name:

Contact person's name:

Contact details:

Telephone:

E-mail:

Address:

ii) Individual Company/Firm's Profile and Experience

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 you propose to execute the above ToR. (Maximum of five pages. Please include the following focus at minimum:

- A) A detailed implementation schedule (work plan) with key activities and responsible person to deliver the activity.*
- B) A detailed outline of the methodological approaches (strategy, scope, step wise process etc) to be taken making sure that all deliverables can be delivered on time with quality.*
- C) Identification of any risks and/or obstacles you may encounter while undertaking this assignment, 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 signed CVs of team leader is obligatory and CVs of all members of proposed team is recommended.

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- **Working Procedures for Capacity Development Plan for Local Governments**. 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

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

Price Schedule for: _____			
Request for Proposals for Services			
Description of Activity/Item	Input Days	Unit Cost	Total Cost (NPR)
Team Leader Local Government Capacity Development Expert			
Local Governance Expert.			
Transportation			
Miscellaneous			
Total exclusive of VAT			
VAT			
Total inclusive of VAT			
Total			

(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 PLGSP 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 *PLGSP* 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 PLGSP 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 PLGSP.

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 PLGSP 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 PLGSP in respect of this project.

10. Officials not to benefit

The party warrants that no UNDP or *PLGSP* 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 *PLGSP*.

12. Records, Accounts, Information and Audit

- c. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- d. The party shall furnish, compile or make available at all times to PLGSP and UNDP any records or information, oral or written, which PLGSP may reasonably request for in respect of the work to be performed under this task.
- e. The party shall allow PLGSP 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 *PLGSP* 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 *PLGSP*, 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 *PLGSP* 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 be amended only in writing signed by both parties to this task or their duly authorized representatives.

16. Obligation to inform PLGSP of changes in conditions

The party shall promptly and fully notify *PLGSP* in writing of any conditions which interfere, or threaten 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, *PLGSP* 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 PLGSP

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, *PLGSP* 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:

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

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 *PLGSP* 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 *PLGSP*

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

Submitted by:

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal: