

Date: 23 April, 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:

Capacity Development Management Information System (CDMIS) 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 (03 May, 2020)** to the Project Coordination Unit . Proposal can be forwarded by mail also.

National Project Manager
Provincial and Local Governance support Programme (PLGSP)
Singh Durbar, Kathmandu
Tel: 01-4257363
For email: nageshbadu@gmail.com
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.

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:

- (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 through providing basic guideline and regulation to improve their basic governance and service delivery systems, procedures and structures.

The PLGSP program intends to build the capacity of local and provincial government and their stakeholders as the institutional capacity of provincial and local government in terms of the number of staff; qualifications of those staff, both in terms of the required technical skills and also in terms of mind-set working under the oversight of a provincial or local government and last but not least, in terms of understanding the roles and mandates of each level of government, needs substantial improvement.

Local elected officials need support on empowerment to perform their constitutional functions within their respective local areas. The SNGs' staff do not have adequate orientation, training and built-in capacity to deliver as per their roles and responsibilities. If their capacity is not developed well in time, there is a risk that they will fail the aspirations of their constituencies and the general citizens. If unchecked, for 'business as usual', the central (federal) government will continue making decisions for and on behalf of the sub-national levels of governments as a default, and thereby capture the constitutional space of the provincial and local governments.

Therefore necessary Capacity Development (CD) initiations are required to enable local government actors to help them design, execute and benefit from relevant actions taken. Capacity Development is a

broad concept and it encompasses many cross-cutting issues. It is vital that local government actors are empowered and informed based on their capacities, in relation to institutional frameworks, policy frameworks and roles and responsibilities.

Various such CD activities have been conducted in earlier years, also more particularly through the ministry in the form of capacity enhancement training and orientation programs, to enhance skills and capacity of government agencies and their stakeholders. Although capacity development programs/ training are being conducted at various local levels by ministry and various other government/ non-governmental agencies, there is still room for improvement in the overall management, effectiveness of these programs. Moreover, after the country has adopted federal administration, citizens' expectation of effective service delivery, especially from the local level has increased. In order to bring these expectations into reality, coordinated efforts of three tier of government with efficient capacity development is a highly needed.

Considering the lessons learnt from the existing problems in capacity development, and also considering the fact that adoption of information communication technology (ICT) in capacity development can be crucial in systematic and effective management and mobilization of capacity development activities, a Capacity Development Management Information System (CD MIS) has been proposed here. In this regard, the service of consulting firm is being sought to prepare draft model law for Managing Regional Training Centers through the provincial governments.

PLGSP has a plan to prepare a "Capacity Development Management Information System (CDMIS) "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 Company/ Firms to develop a highly proficient and comprehensive Capacity Development Management Information System (CDMIS) that essentially go along enclosed Terms of Reference (TOR).

Objective of the Assignment

Overall objective of this assignment is to improve the situation of problem domain, mentioned in the section above, through development of management information system (MIS) for Capacity Development (CD)

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: Capacity Development Management Information System (CDMIS)

Website: www.plgsp.gov.np

E mail: nageshbadu@gmail.com

Written inquiries must be submitted on or before 5:00 PM Nepal Standard Time on 24th April 2020. PLGSP shall upload the response of inquiries in the website by 03 May 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/s, 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) 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 email/ outer envelope shall be:

Addressed to:

National Project Manager

Provincial and Local Governance support Programme (PLGSP)

Singh Durbar, Kathmandu, Nepal

Subject mentioned/ Marked with Task: Capacity Development Management Information System (CDMIS)

(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 (03 May, 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:

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

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	25%	18
B	Proposed Methodology, Approach and Documentation	15%	11
C	Expertise and skills of team leader and other experts	60%	42
			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) in the domain of ICT and system development.	6
2	Experience developing modular and interactive map based web systems	7
3	Working with government agencies, preferably local government, and International organizations	5
	Sub Total	18

B. Scoring for proposed methodology, approach and documentation:		
SN.	Description	Maximum Obtainable Marks
1	Organization and management of the report	3
2	Understanding of assignment, methodology proposed for the activity (clarity and completeness) and presentation	
	2.1 Understanding of the assignment	2
	2.2 Clear approaches and Methodology	3
3	Providing working schedule in chronological order	2
	Sub Total	10

C. Scoring for expertise and skills of team leader and other experts		
Team Leader		
SN	Indicators	Sub-Score
1	Masters in ICT or relevant field	2
2	10 years of experience in project team lead, management and coordintaion of IT Projects.	5
3	Experience supporting government ICT projects, national policy and e-government strategies, national framework will be added advantage	2
4	Experience supporting e-learning system at government agencies, is of high value.	1
Sub Total		10
System Developer		
SN	Indicators	Sub-Score
1	Bachelors in ICT, software engineering or relevant field	2
2	5 years of experience in web based system development, with strong knowledge in advanced web technologies (both client and server side), database, API, version controlling.	3
3	Strong working knowledge of algorithm and data structures, contributing to open data.	1
4	Proven development experience of interactive map based systems, preferably for government agencies.	2
Sub Total		8
Front-end Designer		
SN	Indicators	Sub-Score
1	Bachelors in ICT, graphic designing or relevant field	1
2	2 years' experience in UX/UI design of web application	3
3	Strong experience in HTML, CSS frameworks (Foundation, Bootstrap), JavaScript, responsive design	1
4	Design experience of interactive map based systems is must, preferably for government agencies.	1
Sub Total		6
eLearning Expert		
SN	Indicators	Sub-Score
1	Bachelors in ICT, education or eLearning or distance learning or relevant field	2
2	3 years' experience in development, setup, configuration or management of online learning platforms	4
3	Experience supporting e-learning policies/ strategies, preferably with government agencies.	1
4	Experience of software development, is an assets	1
Sub Total		8
Quality Assurance (QA) Experts		
SN	Indicators	Sub-Score
1	Bachelors in ICT, software engineering or relevant field	1
2	2 years' experience with testing cases, risk analysis for web systems, preferably experience in government systems.	3
3	Relevant experience in interactive map based systems preferably for government agencies.	1
Sub Total		5
Support Executives		
SN	Indicators	Sub-Score

1	Bachelors in ICT or any other relevant field	1
2	2 years' experience of providing documentation, orientation and three-level support on systems, preferably government systems.	3
3	Relevant experience in interactive map based systems preferably for government agencies.	1
Sub Total		5

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

Ministry of Federal Affairs and General Administration
Provincial and Local Governance Support Program

TERMS OF REFERENCE (TOR)

Capacity Development Management Information System (CDMIS)

1. BACKGROUND

The Provincial and Local Governance Support Programme (PLGSP) is the national flagship programme of the Government of Nepal (GoN) to build institutional, organizational and individual capacity at all levels of government, with special focus on the provincial and local levels. The ultimate goal of the programme is to attain functional, sustainable, inclusive and accountable provincial and local governance. The Programme aims to contribute to delivery of quality services at provincial and local levels, promote better local infrastructure and enhance economic prosperity. Over the period of four years, the Programme will achieve 14 outputs under the following three outcomes:

- Government institutions and inter-governmental mechanisms at all levels are fully functioning in support of federal governance as per the Constitution;
- Provincial and local governments have efficient, effective, inclusive and accountable institutions; and
- Elected representatives and civil servants at provincial and local governments have the capacity and to serve citizens to their satisfaction.

The PLGSP is an umbrella programme providing capacity development to the provincial and local governments. As such, the programme will provide a common framework for coordination and coherence of all governance-related programmes at the provincial and local levels and accommodate other donor-funded programmes. Thus, PLGSP will provide a coherent approach to capacity development under the federal system. The Ministry of Federal Affairs and General Administration is the executive agency of the Program.

The seven provincial governments, the Local Development Training Academy, the 753 local governments, and the seven provincial level training centres (Provincial Centres for Good Governances) are the implementing agencies of the Programme. The programme is supported by international development partners, namely, the United Kingdom's Department for International Development (DfID), the European Union (EU), the Government of Norway, the Swiss Agency for Development and Cooperation, and the United Nations.

The PLGSP program intends to build the capacity of local and provincial government and their stakeholders as the institutional capacity of provincial and local government in terms of the number of staff; qualifications of those staff, both in terms of the required technical skills and also in terms of mind-set working under the oversight of a provincial or local government and last but not least, in terms of understanding the roles and mandates of each level of government, needs substantial improvement.

Local elected officials need support on empowerment to perform their constitutional functions within their respective local areas. The SNGs' staff do not have adequate orientation, training

and built-in capacity to deliver as per their roles and responsibilities. If their capacity is not developed well in time, there is a risk that they will fail the aspirations of their constituencies and the general citizens. If unchecked, for 'business as usual', the central (federal) government will continue making decisions for and on behalf of the sub-national levels of governments as a default, and thereby capture the constitutional space of the provincial and local governments.

Therefore necessary Capacity Development (CD) initiations are required to enable local government actors to help them design, execute and benefit from relevant actions taken. Capacity Development is a broad concept and it encompasses many cross-cutting issues. It is vital that local government actors are empowered and informed based on their capacities, in relation to institutional frameworks, policy frameworks and roles and responsibilities.

Various such CD activities have been conducted in earlier years, also more particularly through the ministry in the form of capacity enhancement training and orientation programs, to enhance skills and capacity of government agencies and their stakeholders. Although capacity development programs/ training are being conducted at various local levels by ministry and various other government/ non-governmental agencies, there is still room for improvement in the overall management, effectiveness of these programs. Moreover, after the country has adopted federal administration, citizens' expectation of effective service delivery, especially from the local level has increased. In order to bring these expectations into reality, coordinated efforts of three tier of government with efficient capacity development is a highly needed.

Considering the lessons learnt from the existing problems in capacity development, and also considering the fact that adoption of information communication technology (ICT) in capacity development can be crucial in systematic and effective management and mobilization of capacity development activities, a Capacity Development Management Information System (CD MIS) has been proposed here.

2. PROBLEM DOMAIN/ RATIONALE:

Although capacity development support and trainings are being conducted at various local levels by ministry and various government/ non-governmental agencies, the current situation in capacity development is as follows:

- Difficulty in compiling and tracking of CD support
 - There are different sources of information and data available are mostly ad-hoc and lack reliability
 - There is no process of compiling and tracking CD support (both training and institutional) to the local government provided by ministry, aligned development partners (DPs), and other line agencies
 - Lack of comprehensive and compiled data of various agencies- particularly about date and duration, thematic area, geography (particular LG, or province) etc.
 - Lack of other reporting information like photographs, documentation of good practice
- Difficulty in managing resource person for training
 - Lack of interactive Roster of resource person- including personal details, experience, qualification etc.
 - Difficulty in identification and selection of resource person, depending on the subject matter, nature and area of the training program

- Lack of training history of resource person- information like how many times a resource person has provided training and in which areas
- Lack of procedure to evaluate training delivery or effectiveness of resource person
- Difficulty in managing resource materials for training
 - Training materials do not reach the participant at the appropriate time and quantity
 - Upon completion of the training, the use of printed training materials make participants uncomfortable (missing, likely to deteriorate).
 - If a person misses the training, misses the learning resources- they are not available with ease and those available are not reliable and updated.
- Difficulty in managing participants' details for training
 - Details of participants (name, rank, age, office) in the training is not documented well, or documented only for reporting purpose
 - Feedback or evaluation, learning of participants about the training, and the content or the resource persons, are not documented or poorly documented with no updates.
 - Details about the participants' training (what training, how many time etc.) is not documented
 - lack of post-training follow-up of participant's learning, their achievements, usage.
- Difficulty preparation of training report
 - Lack of these pre and post-training information and details makes report generation hectic, time consuming and less reliable.

3. OBJECTIVES OF ASSIGNMENT

The overall objective of the assignment is to improve the situation of problem domain, mentioned in the section above, through development of management information system (MIS) for Capacity Development (CD). The proposed system is expected to be:

- Interactive information system (dashboard) for CD activities and support to LGs
- Data centre for CD activities
- Analytical tool for CD support including their beneficiaries (training participants or community people) and their attributes
- Assistance to report preparation for CD activities and support
- Support knowledge sharing and learning

4. SCOPE OF WORK

- Domain Analysis: The firm, in consultation with MOFAGA and PLGSP officials, should conduct a brief review of CD activities, particularly inline to PLGSP program document, its objective and planned activities
- System Development: Develop a modular web based application, with the following modules and their requirements enlisted in section below:
 - CD Dashboard module (incl. reporting)
 - Roster Module
 - eLearning module
- Documentation and Support:
 - User manual (Text and Video based)
 - Handover and Training
 - Update and upgrade
- Reporting

5. EXPECTED OUTCOME

- Smooth management of training activities
- Easy and efficient management of resource person and their mobilization
- Quick and easy access of CD data, also upholding citizens' right to information
- Easy compilation of CD reports at all levels of government
- Promotion of good governance practices through increased transparency and accountability

6. METHODOLOGY

A participatory approach will be adopted to prepare the Capacity Development Management Information System (CDMIS) with close coordination with PLGSP's relevant experts. The consulting firm will be led by and report to the e-governance expert nominated by PLGSP for regular reporting, requirements and feedback. The firm in accordance to scope of work, shall:

- consult with MOFAGA and PLGSP officials, particularly relevant section of MOFAGA, e-governance specialist to gather requirements,
- conduct a brief review of CD activities, particularly inline to PLGSP program document, its objective and planned activities
- prepare a modular web based application, with the modules listed in requirements Reporting and prepare an inception report
- develop the system and make series of presentation until finalized

- present the final product
- upon approval, train the staffs of PLGSP, and local government

7. Tentative time schedule

The total spreading period of this assignment will be maximum 120 days 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 along with requirement analysis and system design report	Within 15 days of signing the contract
2	Draft Capacity Development Management Information System	A draft report in line with the scope of work mentioned in the ToR, a approved prototype and presentation of the initial draft of application	Within 60 days of signing the contract
3	Final report on Capacity Development Management Information System	Finalize the report on Capacity Development Management Information System (CDMIS) by incorporating comments and feedbacks received from stakeholder, workshop participants and MoFAGA/PLGSP, Handover of the system and documentation	Within 120 days of signing the contract.

8. Reporting, Logistic Support

The Consulting firm shall report to the National Programme Director/National Programme Manager of PLGSP. The individual consultant will work in close coordination with the expert nominated by 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.

9. Payment

The Consulting 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
- 50 % of the contract amount after submitting the draft report
- 30% of the contract amount after submitting the final report

10. FINAL DELIVERABLES

- Web based system as per enlisted in requirements section below
 - System Design
 - Source code
 - Manual (admin and user manuals)

- Documentation
 - Brief assessment report
 - Progress report
 - Work completion report
- Prototype presentations and orientation to officials
- Support (Level III)

11. REQUIREMENTS

The proposed CD MIS will primarily have following three basic modules and four user privileges in the modules:

Module:

- CD Dashboard-
 - a. Training support: related to training event and participants
 - b. Institutional support: related to support on infrastructure, policy and plan preparation,
- Roster Management: with details of resource person
- Knowledge Management (preferable): with online learning resource materials, blogs and success stories, etc.

User Privilege:

- Training Participant
- Training Resource Persons
- CD Reporting Expert (in house:- MOFAGA/PLGSP and external:- alliance partner, line agencies)
- CD Administration
- System Administrator

A. Technical Requirements For Modules of CD MIS

- a. CD Dashboard- the landing page
 - i. The system should have a dashboard that serves as a landing page of the system,
 - ii. The dashboard will have public access, with two major area (buttons or links)
 - Training
 - Institutional
 - iii. The dashboard will have an interactive map of Nepal with following detail in graphical interface, each for Training and Institutional support:
 - Total training conducted or institutional support delivered so far
 - Total training or institutional support delivered planned in the near future
 - Total thematic areas or sectors CD support is planned for
 - Total number of agencies or resource person available/ engaged
 - iv. Details mentioned in section (iii) should be viewable (filtered) geographically by province and local level, and also thematically by support/ training topics, duration and other indicators .
 - v. The dashboard, at the level of individual training program, should show:
 - training topic
 - date proposed or date conducted, and duration
 - location of training proposed or conducted
 - resource person of the training proposed or conducted
 - number and targeted participants
 - related e-learning resource material (considering public access availability)
 - related good practices and blogs of participants (as a result of training delivered)
 - vi. The dashboard, at the level of individual institutional support program, should show:
 - sector of support (e.g. revenue improvement)
 - date proposed or date conducted, and duration

- location of support proposed or conducted
 - agency (alliance development partner or CBOs) of the support proposed or conducted
 - number and targeted beneficiaries, if any
 - related good practices and blogs of participants (as a result of support provided)
- vii. The dashboard should feature the proposed future training/ support program with at least of information mentioned in the section (v).
- viii. The dashboard will also have links available for:
- Login and online registration section for following user provisions:
 - Administrators (LG, Province, PCGG, and Federal agencies)
 - Resource Persons (for registration into resource person's roster)
 - Participants
 - Reporting
 - Resource Persons' Roster
 - e-Learning section
 - Good Practices as a result of capacity building training provided
 - Relevant Reports
 - User Manuals and FAQs.

b. CD Roster: for Training Resource Persons' details

- i. Show number of registered resource person,
- ii. Show basic details of registered resource person in tabular form. The tabular details should have provision of sorting and filtering, in following criteria:
 - Availability
 - Geography (LG, Province)
 - Academia
 - Experience
 - Thematic Area
 - Training delivery/ taken
 - Evaluation of participants (if any, and only if authorised user)
- iii. The tabular details of a registered resource person, should have a link to a detailed page of each individual resource person (access only to authorised users).
- iv. The detail page of each individual resource person, will have following details, in addition to details
 - Photo of resource person
 - Personal detail: Name, Address, Contact, Academia, Experience, etc.
 - CD related details: thematic area, experience, training given and provided, geographical area of interest etc.)
 - Summary and tabular details of:
 - Total training conducted
 - Total training assigned for near future
 - Feedback or evaluation given by participants

c. Knowledge Management Module

- i. This is a preferable module with less priority than other modules.
- ii. The will be an elearning module will have list of resource material covered by participants during the training as well as open resources
- iii. The module will have provision on publishing following resource materials:

- Text based
 - Document based
 - Slides (MS Powerpoint): Play online
 - Video: Play online
- iv. The learning materials shall be available, with or without logging-in, based on the nature of the resource materials
- v. The learning materials should be available by search function within the module
- vi. The learning materials should be sorting and filtering by:
- Thematic area
 - Language (Nepali/ English)
 - Date
 - Resource Person
- vii. The logged in participants should be able to draft a blog, success case, best practices which shall be published upon approval of administration.
- viii. The logged in participants should be able to provide feedback, rating on the learning materials

B. Technical Requirements for users of CD MIS

- a. Requirement for user with the role of training-participants:
 - i. Participant can register and create comprehensive personal profile (one time)
 - ii. Participant can view basic information about the resource person, particularly for registered training
 - iii. Participant, after participating on the training, can make assessment (provide ranking and feedback) on the trainer (resource person), and learning material
 - iv. Participants can access learning materials- free materials without logging in, and registered materials- after logging in.
 - v. Participants, post-training, can publish blogs, success stories, and good practices.
- b. Requirement for user with the role of resource persons:
 - i. Resource Person can register and create comprehensive personal profile (one time) based on the format defined by MOFAGA/ PLGSP
 - ii. Resource person can view basic information about the participants (that are registered for training), their position, office, location etc.,
 - iii. Resource person can view details of the specified training assigned to them
 - iv. Resource person can upload the training materials for the assigned training
 - v. The participant's understanding / learning can be evaluated
- c. Requirement for user with the role of CD Reporting Expert:
 - i. This user will be able to enter, compile data that deemed necessary for the reporting
 - ii. This user will have detailed information of training events, but basic yet peculiar information of the training participant (name, position, office, type and category of participant, training taken), and resource person (name, experience, thematic area, training provided) for the purpose of report making.
 - iii. The user will be able to generate basic template of report for further editing, preferably in MS Word Format. The template will include tables of details and and graphics.
 - iv. The user will be able to access generic evaluation provided by the participant in each training and resource person
 - v. The user will be able to print and provide feedback to reports
 - vi. The external expert (for e.g. alliance partner, line agency) will be able to enter data based on the support they provided to LGs.
- d. Requirements for user with role of CD administration:
 - i. This is the user with this privilege will act as decision support system, therefore will have access to all features of CD Dashboard above mentioned in section (a).
 - ii. In addition, users under this privilege will have access to following:
 - Detailed description of each training participant:
 - Basic details like name, position, office, etc.
 - Training details like number of training taken, etc.
 - Detailed description of each training resource person:
 - Basic details like name, experience, thematic area, etc.
 - Training details like number of training provided, feedback received, over all performance etc.
 - Evaluation provided by the participant in each training and resource person
 - Print and provide feedback to reports

- e. Requirements for user with the role of Technical Expert:
 - i. This is the user with this super administrative privilege, therefore, with due permission will have access to create, read, update and delete (CRUD) operation for all the modules and users.

C. NON-TECHNICAL REQUIREMENTS

- a. Performance: the system should have quick response time, not exceeding average response time and throughout.
- b. Scalability: The system should be scalable to meet future expansion and update of the system and its module.
- c. Interoperability: The system should be able to share data as an API to other systems and vice versa.
- d. Security:
- e. Capacity: The system should be able to handle at least a hundred requests at a time into the system, without hampering its performance.
- f. Availability: The system should be available all the time.
- g. Recoverability: The system should be resilient to recover from unexpected errors, if any.
- h. Usability: The front-end design and functionality of the system should give users easy navigation, clear text and images, guidance, relevance of related contents.

D. DOCUMENTATION AND SUPPORT REQUIREMENTS

- a. Documentation
 - i. The firm shall deliver user manual, and admin manuals.
 - ii. The user manual should be delivered as a part of a web-system, available online and interactive text.
 - iii. The user manual should also be available in video format of major operations.
 - iv. The admin manual should be available delivered in softcopy as PDF and hardcopy as printed document.
- b. Post development Support:
 - i. The tenure of the support will be for 1 (one) year, starting from the official handover
 - ii. The development team shall provide necessary support to ICT team of MOFAGA/ PLGSP in hosting the system and making it operational
 - iii. The development team should provide 1 extensive orientation/ training to officials mentioned by PLGSP.
 - The development team should provide separate training to system administrator and other users
 - For other training, if deemed necessary by the MOFAGA/ PLGSP, within the tenure of support, MOFAGA/ PLGSP will provide remuneration and cost of the trainers and their logistics.
 - iv. The development team should provide Level- 3 Support to PLGSP, which includes:
 - handling email and telephone queries. The team shall response based on the urgency or nature of issue/ problem
 - fixing issue and bugs, if any during operation
 - minor updates or enhancements of the system

- upgrade system and its development platform to meet security requirements.

E. TENTATIVE WORK PLAN

[illegible]

12. INPUTS AND EXPERTISE

A. Consulting Firm

- The consulting firm/ team must have:
 - at least 5 years in the domain of ICT and system development.
 - at least 2 years of experience developing modular and interactive map based web systems
- Added advantage:
 - Working with government agencies, preferably local government, and International organizations
 - Developing e-learning system, preferably capacity development related
- Sound knowledge of federal governance
- Having own system development equipment and team

B. Experts

Experts	Num.	Minimum Qualifications	Minimum Experience	Skills and competencies
Team Lead	1	Masters in ICT or relevant field	10 years	Sound experience in project team lead, management and coordination of IT Projects, preferably government projects. Be able to manage concepts to facilitate the understanding of problem domain.
System Developer	2	Bachelors in ICT, software engineering or relevant field	5 Years	Experience of interactive map web based systems development, with strong knowledge in advanced web technologies (both client and server side), database, API, version controlling.
Front-end Designer	1	Bachelors in ICT, graphic designing or relevant field	2 Years	Sound experience in UX/UI design of web application, Strong experience in HTML, CSS frameworks (Foundation, Bootstrap), JavaScript, responsive design
eLearning Expert	1	Bachelors in ICT, education or eLearning or distance learning or relevant field	3 Years	Experience in development, setup, configuration or management of online learning platforms, along with experience of providing training on e-learning
Quality Assurance (QA) Experts	2	Bachelors in ICT, software engineering or relevant field	3 years	Experience with testing cases, risk analysis for web systems, preferably experience in government systems.
Support Executives	2	Bachelors in ICT or any other relevant field	2 years	Experience of providing documentation, orientation and three-level support on systems, preferably government systems.

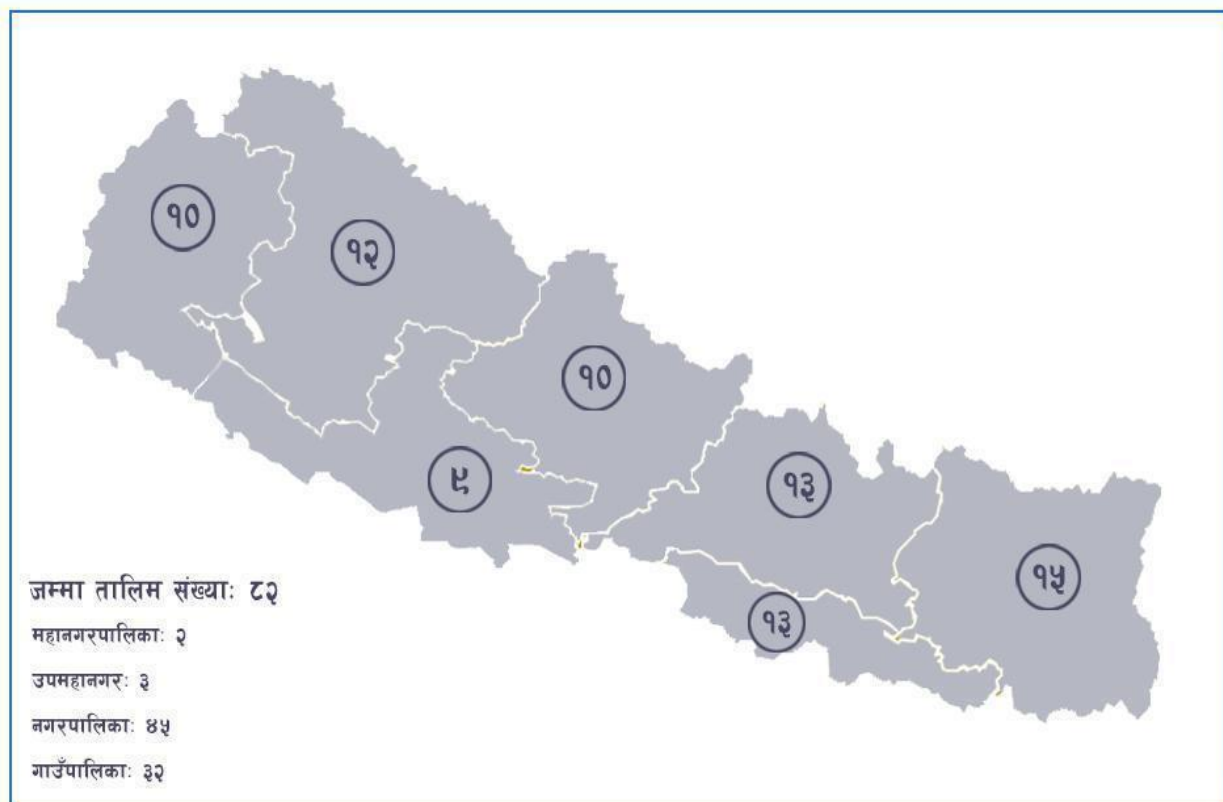
Annex 1: Wireframe



नेपाल सरकार
सीय मामिला तथा सामान्य प्रशासन मन्त्रालय
क्षमता विकास तालिम एकीकृत प्रणाली

[लगइन](#) | [रिपोर्ट](#) | [श्रोत व्यक्ति](#) | [तालिम सामग्री](#)

तालिमका विषय क्षेत्र	संख्या
 शासकीय प्रवन्ध	२
 संगठन तथा प्रशासन	५
 वार्षिक बजेट तथा योजना व्यवस्थापन	८
 वित्तीय एवम् आर्थिक व्यवस्थापन	१५
 सेवा प्रवाह	५
 न्यायिक कार्य सम्पादन	१७
 भौतिक पूर्वाधार	३
 सामाजिक समावेशीकरण	८
 वातावरण संरक्षण तथा विपद व्यवस्थापन	७
 सहकार्य र समन्वय	६





व्यक्तिगत विवरण

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वर्ष	43

ठेगाना

प्रदेश	प्रदेश नं ५
नगरपालिका/ गाउँपालिका	पाल्हीनन्दन गाउँपालिका
वडा	5

शैक्षिक योग्यता

शैक्षिक योग्यता	स्नातकोत्तर
शैक्षिक वर्ष	2015
शैक्षिक योग्यताको विषय	समाज शास्त्र
प्राप्तांक	दोश्रो श्रेणी
अनुभव वर्ष	१०-१४ वर्ष

कार्यक्षेत्र (प्रदेश) प्राथमिकता

प्रदेश १	तेस्रो
प्रदेश २	चौथो
प्रदेश ३	पाँचौ
प्रदेश ४	दोस्रो
प्रदेश ५	पहिलो
प्रदेश ६	छैठौ
प्रदेश ७	सातौ

तालिमका विषय	प्रदेश १	प्रदेश २	प्रदेश ३	गण्डकी प्रदेश	प्रदेश ५	कर्णाली प्रदेश	सू. प. प्रदेश	विस्तृत विवरण
न्यायिक समिति	२	२	२	२	२	२	२	क्लिक गर्नुहोस्
योजना र बजेटिंग तालिम	१	२	०	१	२	२	२	क्लिक गर्नुहोस्
स्थानीय सरकार संचालन र cross cutting issues	०	२	२	२	२	२	२	क्लिक गर्नुहोस्
खरिद व्यवस्थापन तथा सार्वजनिक वित्त व्यवस्थापन	२	२	२	२	२	०	२	क्लिक गर्नुहोस्
एकीकृत सम्पत्ति कर (IPT)	१	२	१	०	२	२	२	क्लिक गर्नुहोस्

जम्मा तालिम: २३

जम्मा दिन: ६०

जम्मा विषय क्षेत्र: ५

बढी मन पराइएको: वित्त व्यवस्थापन: (४/५)

कम मन पराइएको: एकीकृत सम्पत्ति कर (२/५)

सहभागी मूल्यांकन

3/5





नेपाल सरकार
संघीय मामिला तथा सामान्य प्रशासन मन्त्रालय
क्षमता विकास तालिम एकीकृत प्रणाली

लजर्न | रिपोर्ट | श्रोत व्यक्ति | तालिम सामग्री



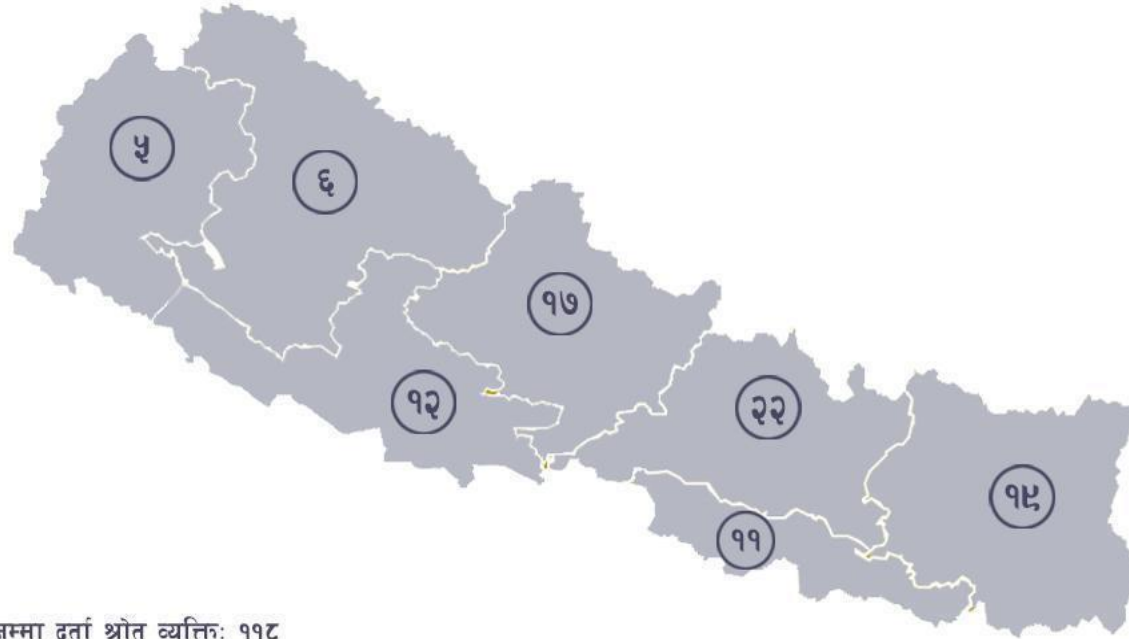
श्रोत व्यक्ति विवरण

पूरा नाम	मोबाइल नम्बर	इमेल	वर्ष	प्रदेश	नपा.गापा	वडा	शैक्षिक योग्यता	शैक्षिक वर्ष	शैक्षिक योग्यताको विषय	प्राप्तांक	अनुभव वर्ष	थप
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जिब नथ शर्मा	9844731798	jibu02@gmail.com	35	प्रदेश नं ४	कावासोती नगरपालिका	3	स्नातकोत्तर	2012	कृषि	प्रथम श्रेणी	१० देखि १४	विलक गर्नुहोस्

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श्रोत व्यक्तिका विषय क्षेत्र	संख्या
शासकीय प्रबन्ध	२
संगठन तथा प्रशासन	५
वार्षिक बजेट तथा योजना व्यवस्थापन	८
वित्तीय एवम् आर्थिक व्यवस्थापन	१५
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सहकार्य र समन्वय	६



जम्मा दर्ता श्रोत व्यक्ति: ११८
तालिम प्रदान गरेका श्रोत व्यक्ति: ५२

फिल्टर रोजुहोस्:



योग्यता

स्नातकोत्तर वा सो सरह



अनुभव

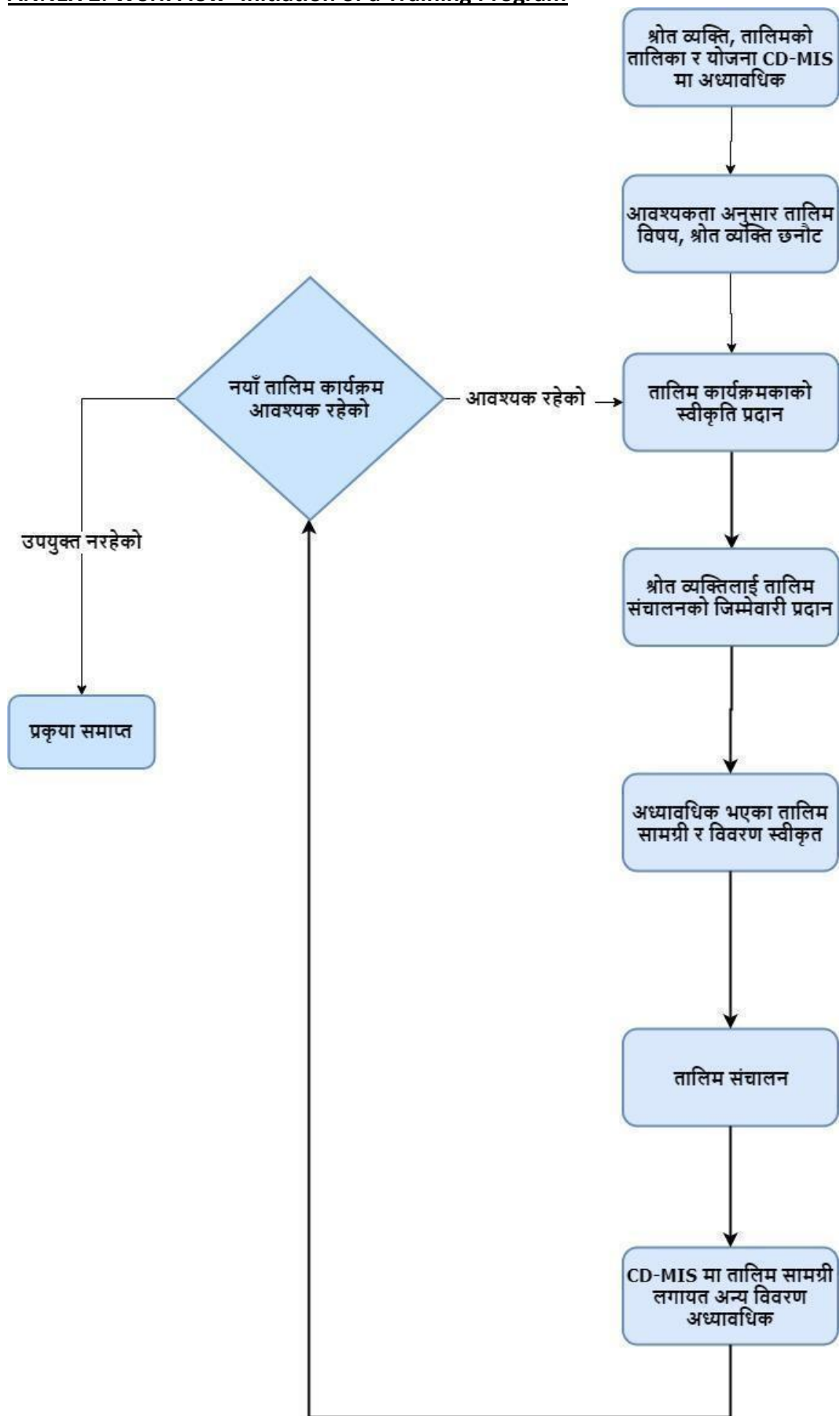
५ देखि १० वर्ष सम्म

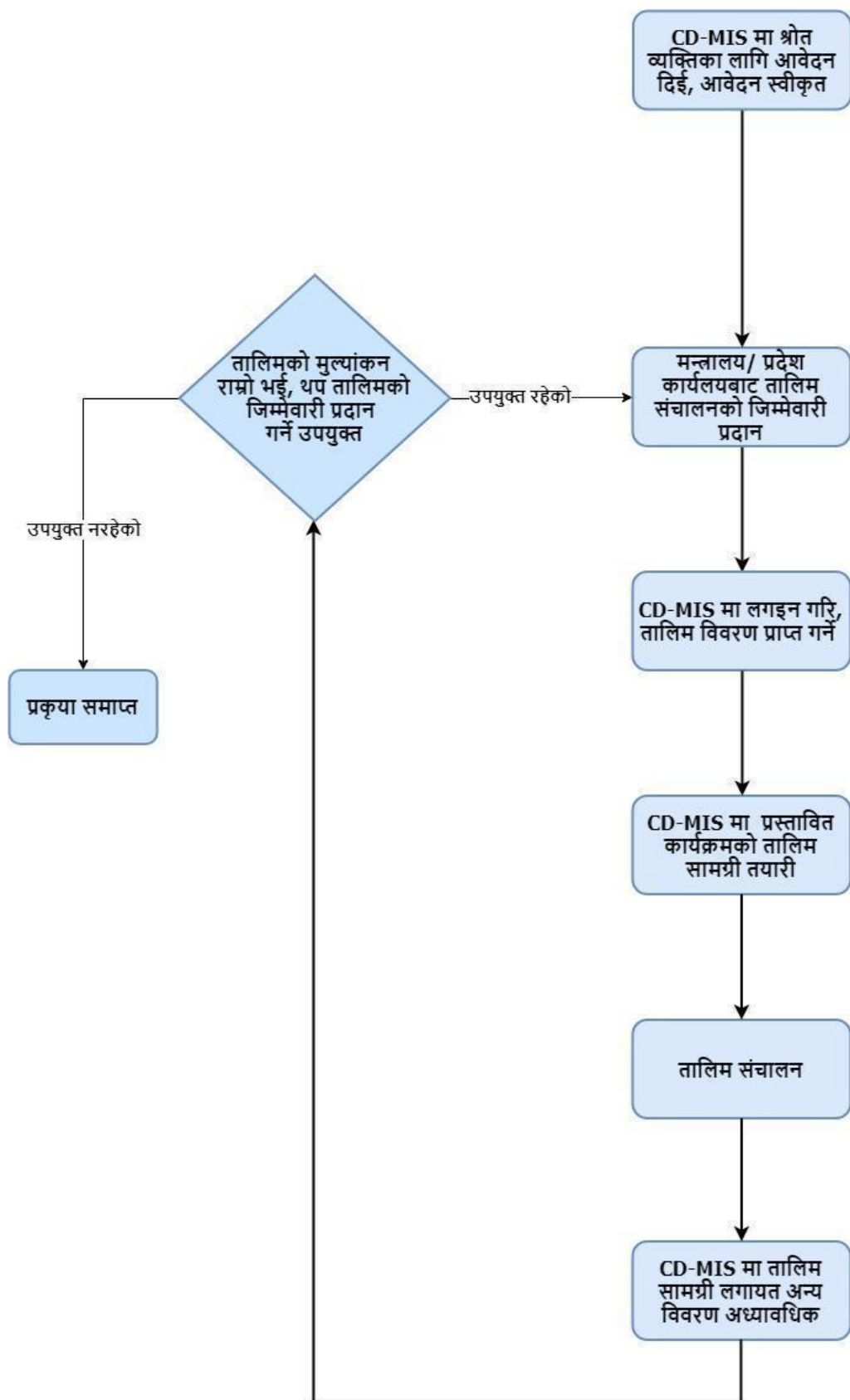


विषय

वित्तीय व्यवस्थापन

ANNEX 2: Work Flow- Initiation of a Training Program





Annex III

Dear Sir / Madam,

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

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

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

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

Annex IV
TECHNICAL PROPOSAL FORMAT

i) RFP Information

RFP Title: Capacity Development Management Information System (CDMIS)

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- **Capacity Development Management Information System (CDMIS)** 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 Expert			
Other member Expert A.			
Other member Expert B.			
Other logistic, misc activities			
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 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, *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</u> 90 days	
CURRENCY OF PRICES	<u>Must</u> be in Nepalese Rupees.	

Submitted by:

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal: