



Form: 3.2

Date: 23 March, 2022

Request for Proposal (RFP)

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

Dear Proposers,

You are requested to submit a proposal for developing:

Third Party Monitoring of Provincial and Local Governance Support Programme (PLGSP) 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 **05:00 PM NST on (7 April, 2022)** 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,

Chiranjivi Timsina
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

With the promulgation of the Constitution of Nepal in 2015, Nepal has become a federated state with three tiers of government, transforming the country from a centralized unitary system into a federal country. The Constitution marks a fundamental paradigm shift in the system, structure and functioning of sub-national governance in Nepal. The move from a unitary to a federal structure of governance requires a fundamental restructuring of the institutions, systems, working cultures and functional methods.

The Provincial and Local Governance Support Programme (PLGSP) under Ministry of Federal Affairs and General Administration (MoFAGA) is a national flagship programme of the Government of Nepal (GoN) aimed at building institutional, organizational and individual capacity at all levels of government, with particular 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 the delivery of quality services at provincial and local levels, promote local development, and enhance economic prosperity. The Programme intends to achieve the overarching goal through the three outcome areas, namely:

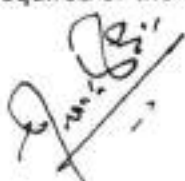
- I. Outcome 1: Government institutions and inter-governmental mechanisms at all levels are fully functioning in support of the federal governance as per the Constitution.
- II. Outcome 2: Provincial and local governments have efficient, effective, inclusive, and accountable institutions.
- III. Outcome 3: Elected representatives and civil servants at provincial and local government levels have the capacity and serve citizens to their satisfaction.

The PLGSP serves as an umbrella programme of the GoN for providing capacity development support to the provincial and local governments. For this, the Programme has established a common framework for coordination and coherence of all governance-related programmes at the provincial and local levels and has made attempts to accommodate other such donor-funded programmes within the framework. Thus, PLGSP has been providing a coherent approach to capacity development under the federal system.

The Ministry of Federal Affairs and General Administration (MoFAGA) is the executive agency of the Programme. The seven provincial governments, the 753 local governments, and the seven provincial-level training centres (Provincial Centres for Good Governance) are the implementing agencies of the Programme. The Programme is supported by international development partners, namely the UK Foreign, Commonwealth, and Development Office (FCDO), the European Union (EU), the Government of Norway, the Swiss Agency for Development and Cooperation (SDC), and the United Nations. United Nations Development Programme (UNDP) is the Technical Assistance partner for the implementation of the PLGSP, which is now in its third year of implementation. GoN has also the financial contribution in the Programme.

As part of this framework and one of the key requirements from the Joint Financing Arrangement for PLGSP signed between the development partners and the Government of Nepal is to conduct a third-party monitoring exercise twice annually with reports presented to the National Executive Committee (NEC) meetings scheduled in November and May each year. Thus, the findings of the third-party monitoring will serve to identify, quality assure and verify the main achievements of the Programme, including the Innovation Partnership Fund component, as well as to reflect on the related strategic lessons, challenges and risks across all aspects of the PLGSP. The reports of the third-party monitoring will give an overview of the progress, quality and status of the outputs agreed in the Annual Strategic Implementation Plans (ASIPs) 2022/23 and 23/24, drawing on and validating activity reports from the Programme Coordination Unit (PCU) and other sources of qualitative and quantitative data.

These Terms of Reference (ToR) describe the objectives of the assignment, scope of work, expected results/deliverables, and qualifications/experience required of the Consultants to carry out third-party monitoring of the PLGSP twice in 2023.





In the light of above background information, MoFAGA/PLGSP hereby invites proposal by interested Company/ Firms to develop a highly proficient and comprehensive report on **Third Party Monitoring of Provincial and Local Governance Support Programme (PLGSP)** that essentially go along enclosed Terms of Reference (TOR).

Objective of the Assignment

General objectives of the assignment is to carry an independent monitoring of the programme; and to provide feedback and recommendations for improvement of the quality and performance.

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: surendra@plgsp.gov.np

Website: www.plgsp.gov.np

E mail: Procurment@plgsp.gov.np

Written inquiries must be submitted on or before 15:00 PM Nepal Standard Time on 27 March, 2022. PLGSP shall upload the response of inquiries in the website by (28 March, 2022). 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 English language, in case and otherwise prescribed in the ToR. Any printed literature furnished by the Proposer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

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: Third Party Monitoring of Provincial and Local Governance Support Programme (PLGSP). 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

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- (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 **(7 April, 2022), 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 Proposer 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.

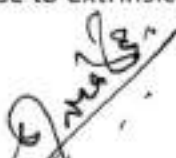
19. Clarification of proposal

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:

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

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	30%	21.00
B	Proposed Methodology, Approach and Documentation	20%	14.00
C	Expertise and skills of team leader and other experts	50%	35.00
			70.00

Scoring System of Technical Proposal:

A. Scoring for technical expertise of Company/ firm		
SN	Evaluation Criteria	Maximum Obtainable Marks
1	Reputation of Organisation and Staff (Competence/ reliability) (Highly reputed - 9, Reputed-7, Satisfactory - 5, Below than satisfactory - 3)	9
2	Relevance of	8
	2.1 Specialized Knowledge (Highly specialized - 4, Specialized -3, Satisfactory - 2, Below satisfactory - 1)	4
	2.2 Experience on Similar Programme/ Projects/ Assignments (less than 5 years- 0, 5 years - 2, 5-7 years - 3, more than 7 years - 4)	4



3	Working experience with Government of Nepal, UN agencies (less than in one project - 0, 1-2 projects - 3, more than 2 projects-4)	4
	Sub Total	21

B. Scoring for proposed methodology, approach and documentation:		
SN	Description	Maximum Obtainable Marks
1	Organization and management of the report (Excellent - 3, Very good - 2.5, Good - 2, Poor - 1, Very poor - 0.75)	3
2	Understanding of assignment, methodology proposed for the activity (clarity and completeness) and presentation	9
	2.1 Understanding of the assignment (Excellent - 4, Very good - 3, Good - 2, Poor - 1, Very poor - 0.5)	4
	2.2 Clear approaches and Methodology (Very clear - 5, Clear - 4, Satisfactory - 3, Poor-2, Very poor - 0.5)	5
3	Providing working schedule in chronological order (Yes in order 2, Not in order - 1, Els no-0)	2
	Sub Total	14

C. Scoring for expertise and skills of team leader(Consultant) and other experts		
Lead Consultant 1		
SN	Indicators	Sub-Score
1	Advanced university degree (at least Master's degree, PhD preferred) in Economics, social science or other relevant subjects (PhD degree in relevant areas - 4, Master's degree in relevant area-3, Below Master degree - 0)	4
2	At least of 10 years' experience in programme development and review, independent monitoring, policy analysis; exposed to relevant governance programmes and well informed on the on-going federal systems in Nepal (Less than ten years - 0, Ten years - 5, More than 10 years - 6)	6
3	Previous experience in conducting third party monitoring, programme review or evaluation in Nepal or other South Asian countries is a strong advantage (More than 5 years -3, 3-5 years - 2, 1-2 years - 1, less than 1 year-0)	3
4	Prior experience working with government implemented or development partner funded projects . (2-3 years - 3, 1-2 years - 2, Less than one year - 1, No experience 0)	3
Sub Total		16
Member consultant-Gender Equality and Social Inclusion 1		
SN	Indicators	Sub-Score
1	Master's Degree in social science any other relevant field (Master degree - 3, Below master degree-0)	3
2	At least seven years' experience in assessment and studies, formulating programme and plan in gender and social development sector; relevant experience in conducting M&E and review of programme from GESI perspectives. (More than 7 years - 3, below than 7 years - 0)	3
4	Previous experience in conducting similar work with government implemented or development partner funded projects in Nepal . (More than 3 years - 2, 1-2 years - 1, less than 1 year-5, No experience- 0)	2

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Sub Total		8
Member consultant-1 Chartered Accountant /Public Financial Management (PFM) Expert		
SN	Indicators	Sub-Score
1	University Degree in Accountancy or Chartered Accountant status or similar (Chartered Accountant /Master Degree - 3, Below Master degree-0).	3
2	At least five years' experience in PFM, accounting and/or audit of public sector. (More than five years - 3, 5 years -2, below 5 year -0)	3
3	Previous experience in conducting similar work in Nepal or other South Asian countries is a strong advantage. (2-3 years- 2, 1-2 years -1, below 1 year -0)	2
Sub Total		8
Member consultant-1. Local Governance Expert		
SN	Indicators	Sub-Score
1	Advanced university degree (at least Master's degree in Economics, social science or other relevant subjects). (Master degree -3, Below master degree-0)	3
2	At least seven years' experience in relevant experience in conducting monitoring of programmes implemented by local governments;. (More than 7 years - 3, Seven years 2.5 below than 7 years - 0)	3
4	Previous experience in conducting similar work with government implemented or development partner funded projects in Nepal. (More than 3 years - 2, 1-2 years – 1.5, less than 1 year-1, No experience- 0)	2
Sub Total		8

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.



Government of Nepal
Ministry of Federal Affairs and General Administration (MoFAGA)
Provincial and Local Governance Support Programme (PLGSP)

Terms of Reference for

Third Party Monitoring of Provincial and Local Governance Support Programme (PLGSP)

1. Background Information

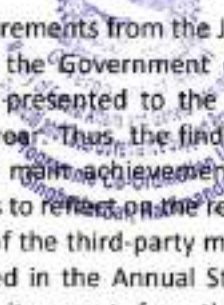
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- IV. Outcome 1: Government institutions and inter-governmental mechanisms at all levels are fully functioning in support of the federal governance as per the Constitution.
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These Terms of Reference (ToR) describe the objectives of the assignment, scope of work, expected results/deliverables, and qualifications/experience required of the Consultants to carry out third-party monitoring of the PLGSP twice in 2022.

2. Rationale

Effective monitoring is critical to help ensure that the programme is being delivered in the manner that is intended and which demonstrates both effectiveness and accountability to beneficiaries (in this case both GoN and Development Partners). The third-party monitoring is intended to gauge the effective implementation of the Programme along with direct observation and on-site verification of data for quality mapping. In this regard, the PLGSP Programme Document has envisioned an independent third-party monitoring to be conducted as part of the quality assurance of the programme. The Programme Document specifically states:

“The quality assurance of the tasks performed under the programme will be undertaken by a third-party independent service provider who will also get task for independent monitoring of the programme”.

Thus, in 2022, MoFAGA plans to contract a third-party independent service provider in a longer term agreement to undertake the assignment and provide reports on the verified progress, quality and status of the activities approved in the ASIP 2021/22 and 22/23. The findings and recommendations of the third-party monitoring will be reviewed by the NEC in May and November 2022 and will serve to take the necessary policy measures to improve the performance quality of the programme.

3. Scope and Objectives of the Assignment

3.1 General Objectives

General objective of the assignment is to carry out an independent third-party monitoring of the Programme, and to validate and assure the quality of the outputs delivered, provide feedback and recommendations for improvement of the quality and performance. The specific objectives of the assignment are as follows:

- i) To verify the progress against the milestones of Provincial Annual Strategic Implementation Plan (P/ASIP) 2021/22 of the selected provinces
- ii) To assess quality of the overall process followed and outputs delivered such as Capacity Development Plan, Revenue Improvement Action Plan, Periodic Plan and the completed training events such as in-service training, service entry training and others by the programme.
- iii) Measure the changes realized by the intended beneficiaries against some of the outcome level indicators of the programme.



To examine the IPF implementation process and assess the compliance with IPF implementation guidelines including implementation plan, fiduciary risk mitigation, communication and monitoring plan.

To review and validate the status of Programme according to the Result Framework matrix on the basis of APR 2020/21 and financial delivery individually by the federal, provincial and local government (representative samples) Programme & provincial P/ASIPs 2021/22 and 22/23 to assess whether activities are being carried out as they have been reported, and in accordance with implementation guidelines.

- vi) To monitor how far the programme is using gender targeted funding in promoting gender equality and how it is being followed up. Specific attention will be given to assess the milestones given in the Gender Equality and Social Inclusion (GESI) strategy of PLGSP.
- vii) Assessment of the key risks and challenges in the programme, analysis of the risk matrix.
- viii) To document good practices and lessons learned, and recommend continued improvements.

4. Key Deliverables

The key deliverables of the assignment are as follows:

- i) **Inception Report:** The inception report should include, but not be limited to, a detailed monitoring methodology including progress data verification methods and tools, including usage of digital tools; collecting qualitative information from target groups including the key PLGSP structures, decision making bodies and the beneficiaries of the capacity development activities; documents reviewed such as updated risk matrix, GESI plan, and monitoring, evaluation and learning plan, the necessary checklists/questionnaires for key stakeholder interviews\ and focus group discussions (FGDs).

The report must also include a structure for writing the final report, work plan detailing activities and steps to be taken including the travel plan for field visits. The methodology should propose a statistically robust, representative sampling method for the questionnaires ensuring all target groups and geographies are included, and interviews along with a plan for field visits to the selected provinces. The statistical basis / rationale for the proposed sampling must be explained. Proposals for the monitoring of the Innovative Partnership Fund (IPF) should be included in a specific section.

- ii) **Draft Monitoring And Quality Assurance Reports:** The report must be in full compliance with the objectives and scope of these ToR. The final draft of first report must be submitted by **Tuesday, 31 May 2022** and the second final report by **Friday 14 October 2022**.
- iii) **Final approved Third Party Monitoring Reports:** the final copy of first report must be submitted by **Sunday, 5 June 2022** and the second final report by **28 October 2022** with synthesized analysis of relevant information generated from the study on the overall delivery (in terms of process and deliverables/products) status of the programme. The report should contain a clear outline of the key risks, challenges, lessons learned, recommendations for improvements against the outputs.

The report will also assess the key programme products (reports, strategies, etc.). The findings should be structured clearly and aligned to these TORs. Recommendations and conclusions should be comprehensive and balanced and substantiated by evidence. There should be specific sections on the monitoring of the Innovative Partnership Fund (IPF).



5. Methodology

The third-party monitoring should be primarily based on a mixed method approach, and include qualitative methods (e.g. key stakeholder interviews (KSIs), focus group discussions, field visits / observations, case study documentation, content analysis) as appropriate. To assess outputs and some indicative progress against the outcome indicators, small number of interviews and FGDs should be conducted with intended beneficiaries to capture their perception towards the changes they realized at the outcome level. The consulting firm should propose the indicators from the PLGSP MEL framework, and also specific methods and the content analysis framework for this.

i) Desk review

Review relevant documents including the project documents, annual progress report 2020/21, ASIP 2021/22 and contingency plan 2021/22, GESI strategy, IPF Guidelines and Implementation Plan, Local Government Institutional Self-Assessment (LISA) reports, data from the C-MIS, and other products of the programme.

Review of provincial governments' official records and minutes as appropriate.

ii) Interactions/consultation meetings with key stakeholders (including NPC, MoFAGA, OCMCMs, OPMCM, FCGO, PCU, PPIUs, PCGGs, NSC, NEC, PCCs, MoF, IPF Board and IPF Technical Selection Committees, sector ministries, LG associations, TA partner, development partners) to understand their opinions and perceptions towards the PLGSP.

iii) Field visits for data collection

Conduct field visits to the provincial and local governments and collect information within the scope of the study. The following tools and techniques of data collection may be used, but are not prescriptive:

- Checklist for conducting KSIs and FGDs as per the agreed monitoring objectives.
- Observation checklist. Observe systems, products and services delivered as appropriate.
- The number of provinces should be at least three, covering the three ecological zones of Nepal, and not repeat the same local governments district of the previous studies.

6. Scope of the Assignment

The assignment should take place twice in 2022 and cover delivery of programme outputs against the milestones of ASIP, PASIPs 2021/22, not limited to, the following areas:

- Conduct meetings and hold consultations with the beneficiaries of capacity development activities and IPF, relevant stakeholders (NPC, MoFAGA's relevant division, OCMCMs, OPMCM, FCGO, PCU, PPIUs, PCGGs, MoF, sector ministries, LG associations, development partners and other development agencies in the sphere of federalization and governance) and document their perception of process followed and products delivered under the programme.
- Review data on the progress of the programme and verify the data by reviewing the relevant reports and records at different levels.
- Engage relevant stakeholders and assess the partnership approach followed by the PLGSP with other governance programmes for better synergies, with a focus at sub-national level;
- Assess programme initiatives towards mainstreaming GESI in the Programme and budgets of the provincial and local governments;
- More specifically, the consultants are required to use, but not be limited to, the following questions to seek response on quality of process and product during field visit;
 - How interactive and participatory was the ASIP 2021/22 and 2022/23 preparation processes followed by PLGSP?
 - Were the laws, guidelines, regulations, systems (in the P/ASIP 2021/22) drafting process followed by federal and provincial government consultative? If not, why?



- c. Has the federal level institutions developed tools and systems to support Provincial and Local Governments (as LISA, FRAF, SuTRA and others)? Were they developed in a consultative process? If not, why?
- d. Did Inter-Provincial Coordination Council meetings take place and were minutes disseminated? If not, why? Were the Provincial Coordination Council meetings organized and minutes disseminated, if not why?
- e. Have the local governments prepared Periodic Development Plan (PDP), Capacity Development Plan (CDP), Revenue Improvement Action Plan (RIAP) etc.? If yes, how were the processes managed and what were the challenges encountered? If not, why?
- f. Were GESI focal points nominated, GESI oversight committee established at PLGs, GESI strategies developed, GESI audits conducted by provinces and if so, how? If not, why?
- g. How effective and relevant is the IT support provided through PLGSP to the provincial and local governments? Were the IT systems of LGs strengthened? Were the IT systems of seven provincial governments strengthened? If so, how were the process managed? If not, why?

7. Geographical Coverage and Travel Requirement

The monitoring will be carried out at all three levels of the governments: federal, provincial and local. Travel to visit provincial and the local governments on sampling basis will be required. The sampling shall be statically sound and robust, systematic and reflect the diversity of the PLGs in terms of delivery rate, to cover representative sample of the beneficiaries and target groups of the PLGSP activities.

8. Duration of the Study

The work should be completed within a strict time frame of 50 days for each report. The successful bidder will undertake monitoring in a timely manner to ensure the reports are finalized for submission to NEC/NSC meetings in June 2022 and November 2022, i.e. by **5 June 2022** and the second by **28 October 2022 respectively**. The effective start date of the assignment will be as agreed between the consulting firm and PLGSP/PCU. Along with the proposal, the agency is required to submit contingency plan for possible Covid-19 / future restrictions.

9. Required Qualification Experience of Human Resource

It is envisaged that a team of four will be required including a Team Leader, Local Government Expert, GESI Specialist, and Chartered Accountant/ PFM Specialist. As a minimum, one of the team members shall be female. Suitably qualified and experienced consultancies shall propose the required human resources as part of their submissions, and the composition of the proposed team will form part of the technical evaluation criteria.

9.1 Required Experience of the Organization

- The organization should have strong institutional profile in the areas of research, assessment studies and evaluation of development programmes in Nepal.
- The organization should have a track record of working of at least five years in the areas of programme monitoring and evaluation.
- Organizations with a strong track record of undertaking similar assignments for government, development partners, or UN agencies are preferred and this will be reflected in the scoring / evaluation .

9.2 Required Qualification and Experiences of the Proposed Human Resources



1. Team Leader – Monitoring and Quality Assurance

Team leader will be fully responsible for carrying out the assignment including designing the methodology, planning information collection and preparation of a final report. She/he will be in charge to manage the entire assignment, ensure the overall quality of the work and the timely submission of the monitoring reports and briefing to MoFAGA/PLGSP. The Team Leader will write the final report and submit it to MoFAGA.

Qualification and Experiences: Advanced university degree (min. Master's degree, PhD preferred) in Economics, social science or other relevant subjects; extensive experience (at least of 10 years) in programme development and review, independent monitoring, policy analysis; exposure to relevant governance programmes and well informed on the on-going federal systems in Nepal; relevant experience in monitoring and measuring results and analyzing findings; leading design and implementation of M&E work; excellent analytical and English report writing skills, knowledge of the political, cultural and federal system and economic situation in Nepal; ability to meet tight deadlines.

2. Local Governance Expert

Work with the Team Leader to ensure the overall quality and timely submission of the monitoring report. The local government expert will be responsible to assess the implementation status of the PLGSP activities related to local government. S/he will also review the implementation of the different frameworks such as LISA, FRAF, TDO, EFLG, CFLG etc. developed by PLGSP/MoFAGA for adoption by local governments.

The local governance expert should have at least a Master degree in a relevant field at least seven years' experience working in governance. S/he should have relevant experience in conducting monitoring of programmes implemented by local governments; excellent analytical and English report writing skills, ability to meet tight deadlines; thorough understanding of federal governance in Nepal.

3. Team Member-Gender Equality and Social Inclusion Expert

Work with the Team Leader to ensure the overall quality and timely submission of the monitoring report. Responsible for assessing the process, products and overall PLGSP progress from GESI perspectives.

Qualification and Experiences: Advanced university degree (min. Master's degree) in Gender Studies, Social Sciences or relevant subject; at least seven years' experience in assessment and studies, formulating programme and plan in gender and social development sector; relevant experience in conducting M&E of the policy, project and programme from GESI perspectives; excellent analytical and English report writing skills, ability to meet tight deadlines; thorough understanding of gender dynamics, women's participation and social inclusion in Nepal.

4. Chartered Accountant /Public Financial Management (PFM) Expert

Chartered Accountant as PFM and Financial Monitoring Specialist will be the member. Role of this member is to assess the PFM related issues, fiduciary risks, and the progress on PFM and IPF related matters more closely at the local and provincial level. The PFM Specialist will contribute significantly to the productions of the final report in cooperation and under the guidance of the Team Leader.

Qualification and Experience: University Degree in Accountancy or Chartered Accountant status or similar; at least five years' experience in PFM, accounting and/or audit of public sector; excellent analytical and English report writing skills, excellent skills in presentation and ability to meet tight deadlines.



10. Monitoring and Reporting

The selected consultants will work under the supervision of MoFAGA Monitoring Section chief and in close cooperation with the National Programme Manager of the PLGSP/MoFAGA in ensuring the completion of the assignment to quality and time. However, the team must be fully independent and neutral in carrying out this task. The team will be responsible to update the MoFAGA team in Kathmandu on the progress of the assignment on a weekly basis. The findings and recommendations must be entirely their own and based on the evidence.

11. Review Committee

A TPM Review Committee will be formed to assure the quality of the work carried out by the consultant. The consultant will work under the overall guidance of the committee, comprising:

- i) Joint Secretary, Planning and Monitoring and Foreign Aid Coordination Division, MoFAGA-coordinator
- ii) Under Secretary, Planning Section, MoFAGA
- iii) Under Secretary, Local Government Capacity Development Section, MoFAGA
- iv) Under Secretary, Federal Affairs Section, MoFAGA
- v) Under secretary, Development Cooperation Coordination Section, MoFAGA
- vi) Programme Manager, PLGSP
- vii) TASP Representative

12. Payment and deliverables

First Report (dead line for the submission of final report 5 June 2022)

20 % of the total contract amount upon the receipt of the inception report

40 % of the total contract amount upon the receipt of the draft report

40 % of the total contract amount upon the receipt of the final report

Second Report (dead line for the submission of the final report 28 October 2022)

20 % of the total contract amount upon the receipt of the inception report

40 % of the total contract amount upon the receipt of the draft report

40 % of the total contract amount upon the receipt of the final report

Annex –I Indicative Time Schedule

Intended process/tasks for the consulting firm/institute for each report of the assignment is likely as follows:

SN	Process /Task need to include inception report below	Time
1	Desk review of relevant documents and studies, meetings and consultations with federal level agencies and key stakeholders	7 days
2	Develop monitoring checklist, questionnaire for KSI, work plan for the field study, and submit an inception report	7 days
3	Conduct field assessment including meeting with relevant agencies and selected local governments	20 days
4	Analysis of the collected data and prepare draft report	10 days
5	Draft report presentation to MoFAGA & stakeholders for comments on structure of the report (Tuesday 31 May 2022; Friday 14 October 2022) Dates for presentations TBC	1 day
6	Submit final reports and presentation to NEC (Sunday, 5 June 2022; 28 October 2022). Dates for NEC meetings (May & November) TBC	5 days
Total		50 days



Annex IV

TECHNICAL PROPOSAL FORMAT

i) RFP Information

RFP Title: Third Party Monitoring of Provincial and Local Governance Support Programme (PLGSP)

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.

Handwritten signature



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- **Third Party Monitoring of Provincial and Local Governance Support Programme (PLGSP)** 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 member Expert C.			
Other member Expert B.			
Other member Expert D.			
Other member Expert E.			
Other member Expert F.			
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 an arbitrator and the two arbitrators thus appointed shall agree on the third one. The arbitrators shall rule on the costs which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

3. Termination

Either party may terminate this contract at any time by giving the other party fourteen (14) days' notice in writing of the intention to do so. In the event of such termination, the party shall be compensated for the actual amount of work performed, upon valid justification for termination, by 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 interferes, or threatens to interfere, with successful carrying out of the services under this task. Such notice shall not however relieve the party of his/her obligations to continue to provide services under this task. On receipt of such notice, 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: