



Government of Nepal/Ministry of Finance

Effective Development Financing and Coordination Project II (EDFC II)
(Atlas Award ID:00126669)



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REQUEST FOR PROPOSAL (RFP)
(DEVELOPMENT CO-OPERATION IN NEPAL:
A GUIDE TO OPERATIONAL PROCEDURES AND COUNTRY
SYSTEMS-2021)

NAME & ADDRESS OF FIRM	DATE: November 17, 2021
	REFERENCE: EDFC II/RFP/001/2021

Dear Sir / Madam:

We kindly request you to submit your proposal for develop report on DEVELOPMENT CO-OPERATION IN NEPAL: A GUIDE TO OPERATIONAL PROCEDURES AND COUNTRY SYSTEMS-2021, as per the enclosed Terms of Reference (ToR).

1. To enable you to submit a proposal, attached are:

- | | |
|--|-------------|
| i. Instructions to Proposers | (Annex I) |
| ii. Terms of References (ToRs) | (Annex II) |
| iii. Proposal Submission Form | (Annex III) |
| iv. Technical Proposal Format | (Annex IV) |
| v. Price Schedule | (Annex V) |
| vi. General Condition | (Annex VI) |
| vii. Statement of Compliance with terms and conditions | (Annex VII) |

2. Your offer comprising of technical and financial proposals for task, in two **separate sealed envelopes**, should reach the following address no later than **03:00 PM NST on November 26, 2021** to the Project Management Unit based in the Ministry of Finance.

National Project Manager
Effective Development Financing and Coordination Project II (EDFC II)
Ministry of Finance
Singhadurbar, Kathmandu, Nepal
Tel: 014211803



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Proposals that are received by EDFC II 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.

EDFC II looks forward to receiving your proposal for EDFC II procurement opportunities.

Yours sincerely,

(Dilli Raj Lekhak)

National Project Manager



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Annex I

INSTRUCTIONS TO PROPOSERS

A. Introduction

Definitions

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



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1. General

The overarching long term goal of the Effective Development Financing and Coordination project II (EDFC II) is to further enhance the capacity of Ministry of Finance and other relevant stakeholders with a strengthened enabling environment to effectively and efficiently plan, manage and coordinate Official Development Assistance. The project will help streamline MoF's standard operating procedures translating global policies and practices on ODA management into a single national system. The project will also enhance the analytical capacity of MOF and other line ministries for the better alignment and prioritization of ODA with national development priorities. EDFC II is soliciting proposal from the potentially identified firms/companies to provide the service of:

Develop report on DEVELOPMENT CO-OPERATION IN NEPAL:
A GUIDE TO OPERATIONAL PROCEDURES AND COUNTRY SYSTEMS-2021

2. Cost of proposal

The Proposer shall bear all costs associated with the preparation and submission of the proposal and EDFC II will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposal must offer services for each requirement. The Proposer is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Proposer's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

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

Contact details for inquiries (written inquiries only): **Deputy Project Manager, EDFC II Project**
edfc@mof.gov.np

Subject line of Email:

DEVELOPMENT CO-OPERATION IN NEPAL: A GUIDE TO OPERATIONAL PROCEDURES AND
COUNTRY SYSTEMS-2021



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Written inquiries must be submitted on or before 2:00 PM Nepal Standard Time on **November 22, 2021**.

The project will respond in writing, including an explanation of the query without identifying the source of inquiry via bulletin published on the website.

<http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>. Inquiries received after the above date and time shall not be entertained.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring EDFC II 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 EDFC II entity may, at its discretion, extend the deadline for the submission of Proposals.

All amendments to the Solicitation Documents, if any will be communicated through email.

C. Preparation of Proposals

6. Language of the proposal

The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and the procuring EDFC II entity shall be written in English language, in case and otherwise prescribed in the ToRs. Any printed literature furnished by the Proposer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise of the following components:

- a) Proposal submission form
- b) Profile of the organization
- c) Valid registration certificate
- d) VAT certificate
- e) Latest Tax Clearance Certificate
- f) Signed CVs of the proposed team
- g) Operational and technical part of the Proposal, including documentation to demonstrate



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that the Proposer meets all requirements

h) Price schedule

8. Proposal form

The Proposer shall structure the operational and technical part of its Proposal as follows:

a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Proposer's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Proposer should comment on its experience in similar projects and identify the person(s) representing the Proposer in any future dealing with the procuring EDFC II entity.

b) Resource plan

This should fully explain the Proposer's resources in terms of personnel (Team Leader and Resource Persons/Experts) and facilities necessary for the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

c) Proposed methodology

This section should demonstrate the Proposer's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any financial pricing information whatsoever on the services offered. Financial information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Proposer's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Proposer considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

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9. Proposal prices

The Proposer shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

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

11. Period of validity of proposal

Proposals shall remain valid until 31st March, 2022. A Proposal valid for a shorter period may be rejected by the procuring EDFC II entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring EDFC II entity may solicit the Proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Proposer granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposal

Proposal shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorised to bind the Proposer to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Proposer, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

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

D. Submission of Proposal

14. Sealing and marking of proposal

1. The outer envelope shall be addressed to:

National Project Manager

Effective Development Financing and Coordination Project II (EDFC II)

Ministry of Finance

Singhadurbar, Kathmandu, Nepal

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Marked with Task: –

*EDFC II/RFP/001/2021– DEVELOPMENT CO-OPERATION IN NEPAL:
A GUIDE TO OPERATIONAL PROCEDURES AND COUNTRY SYSTEMS-2021.*

2. The proposal shall contain the information specified in Clause 8 (Proposal form) above. The inner envelope shall include the price schedule duly identified as such.

15. Deadline for submission of proposal

Proposals must be received by the procuring EDFC II entity at the address specified under clause *Sealing and marking of Proposals* no later than **November 25, 2021, 04:00 PM** Nepal Standard Time (NST).

16. 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 EDFC II 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

17. Opening of proposal

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

18. 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.



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19. Preliminary examination

The Purchaser will examine the Proposal to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Proposer does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which confirms 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.

20. Evaluation and comparison of proposal

The RFP will be evaluated based on the following methodologies:

- 1) Technical Weightage 70%
- 2) Financial Weightage 30%

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (ToR) and RFP. Financial Proposals of those Proposers who achieve the minimum technical score (490 points) will be opened for evaluation for comparison and review.

The points for the Financial Proposal will be allocated as per the following formula:

$$\frac{\text{Lowest Bid Offered}}{\text{Bid of the Firm /Proposer}} \times 300$$

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Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm/ Organization	30%	210
2.	Proposed Methodology, Approach and Implementation	50%	350
3.	Management Structure and Key Personnel	20%	140
Total			700

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

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

Form 2: Proposed methodology, approach and implementation

Please provide a detailed description of the methodology for how the organisation/firm/expert will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

The methodology shall also include details of the Proposer's techniques, thematic areas, assumptions, limitations, internal technical and quality assurance review mechanisms etc.

The Proposer shall submit Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timings.

Form 3: Management structure and key personnel

Describe the overall management approach and structure toward planning and implementing this activity.

Provide a spreadsheet to show the activities of each staff member and the time allocated for his/her involvement.

Provide the CVs for key personnel (Team Leader and professional staff) that will be provided to support the implementation of this work. CVs should demonstrate qualifications in areas relevant to the Scope of Services.



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Key positions of technical personnel for the package and the expected qualifications are described in the detailed ToR.

Form 4: Scoring System of Technical Proposal:

4.1 Scoring for expertise of firm/organisation submitting proposal:

S. No.	Description	Maximum Obtainable Marks
1	Demonstrated ability to perform the task	30
2	Prior relevant experience/similar types of study (20 points for each experience)	120
3	Prior relevant working experience with GoN (20 points for each experience)	60
	Total	210

4.2 Scoring for proposed methodology, approach and implementation:

S. No.	Description	Maximum Obtainable Marks
1	Organization and management	30
2	Quality of the documents	60
3	Understanding of assignment, methodology proposed for conducting the study	180
4	Proposed components of the study	80
	Total	350

4.3 Scoring for management structure and key personnel:

S. No.	Description	Maximum Obtainable Marks
1	Relevant qualifications and experience of Team Leader/Lead Researcher	80
2	Relevant qualifications and experience of other team members	60
	Total	140



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21. Award criteria, award of contract

The procuring EDFC II 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. Payment will be made after the completion of the study event and upon the receipt of the Report submitted.

22. Signing of the contract

Within 7 days of receipt of the contract the successful Proposer shall sign the contract.



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Annex II

TERMS OF REFERENCE (ToRs)

Ministry of Finance
International Economic Cooperation Coordination Division
Terms of Reference for:
DEVELOPMENT CO-OPERATION IN NEPAL:
A GUIDE TO OPERATIONAL PROCEDURES AND COUNTRY
SYSTEMS-2021

1. Background

For over six decades, development assistance has remained one of the major sources of funding to meet Nepal's development finance needs. Nepal is currently receiving development assistance from more than 40 development partners. However, it will require additional development assistance moving forward, not only to contribute to post earthquake reconstruction, COVID -19 pandemic response and recovery and achieving the SDGs by 2030.

In order to facilitate the overall co-ordination and management of external aid, the Government of Nepal (GoN) has issued the International Development Cooperation Policy 2019 (IDCP-2019). Similarly, attention has been drawn to establish institutional arrangements for aid co-ordination and aid management mechanisms, including implementation entities. The National Planning Commission (NPC) is responsible for periodic planning including MTEF, whereas the Ministry of Finance is mandated with resource mobilization, both domestic and external.

Effective Development Finance and Co-ordination Project conducted a preliminary study on Development Co-operation, Operational Procedures and Country Systems in 2018. The documents cover standard aid operations guideline which is applicable to all development partners as well as to government agencies (implementing partners) in the country. But the primary study report was produced before finalization of the International Development Cooperation Policy 2019 (IDCP-2019) and need to readjustment of this report under the basis on IDCP-2019 including federal structure/financial and fiscal policies.

In this backdrop, MoF's publication, *Development Co-operation in Nepal: A Guide to Operational Procedures and Country Systems* (hereafter "the Guide") required to upgrade in the changing context. The upgraded *Guide* will contribute to strengthening **Transparency and Accountability** by ensuring better communication and information flow between development partners and GoN institutions dealing with external finance. It will also contribute to improving the **Use of Country**



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Systems by providing clear and comprehensive information on the national systems of Nepal and how external development finance is utilized through them.

An objective of developing the *Guide* is to ensure that external finance is better reflected in the national budget so as to improve the allocation and efficiency of scarce resources. The *Guide* is also expected to increase **Ownership** by ensuring appropriate Government institutions/staff at all three tiers of governance level and are involved at the right stages of the aid management cycle by encouraging donors to adhere to the International Development Cooperation Policy (IDCP-2019) of Nepal.

2. Rationale

Despite the mobilization of development cooperation for over six decades, there is no uniform aid operations manual and guide to Nepal's country systems which has been prepared by the Government. Different development partners use their own procedures and formats for project development. Development partners often ask about the country systems and fund flow mechanism of the Government. Approaches to project identification, preparation, negotiation and finalization of projects vary from donor to donor. Even the Government line agencies lack uniform guidelines and a written document which advises the development partners on the various stages of the project cycle.

In this context, the purpose of the *Guide* is to provide GoN and its development partners with procedures to guide and improve the implementation of the International Development Cooperation Policy-2019, with the overall aim of improving aid effectiveness in Nepal, as well as a detailed overview of the existing country systems that GoN has put in place.

The *Guide* will also consider the aid mobilization process and country systems in view of the present transition to federal structures and point to the ways in which current approaches may need to be adjusted to provide for interventions and participation by various sub-national authorities and stakeholders. The *Guide* should easily be made available to all development partners, line ministries at Federal and Provincial level.

Therefore, at present, to address the current situation, the study report - *Development Cooperation in Nepal: A Guide to Operational Procedures and Country Systems*, is required to be analysed and upgraded.

3. Objective

The main objective is, "To take account of federal financing and address the change in Aid Management Cycle and shifting prioritization with respect to the provinces' need and the Federal Government structural adjustment." The DEVELOPMENT CO-OPERATION IN NEPAL: A GUIDE TO OPERATIONAL PROCEDURES AND COUNTRY SYSTEM needs to be upgraded at regular interval.

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- The Development Cooperation Policy was in effect after the preparation of the operational procedures, there are several structural changes in this policy of the government, and the document needs to be reviewed and upgraded on the basis of IDCP 2019.
- Development Partners' Nepal Aid Strategies are continually upgraded and amended, according to the time and need of the aid and development agenda. The *Guide/Procedures* Document should be made compatible with DPs' Nepal Country strategies.
- To review Development Partner's performance assessment framework and indicators.
- Change in joint financing modality, review of non-aid financing would be done to address the federal government and provincial administration's working modality.

4. Activities:

The Report *Development Co-operation in Nepal: A Guide to Operational Procedures and Country Systems*, which has covered the following components:

- (a) an operation manual covering the process from project/program preparation to completion, ending with a report including feedback for preparation of subsequent projects. This component of the *Guide* will describe the four stages of projects/programs for all modalities of development co-operation, i.e., (i) project/program preparation stage, (ii) financial agreement stage, (iii) project/program operations and implementation stage and (iv) report completion and feedback stage. In all stages, the *Guide* will describe and define the involvement of stakeholder organizations, roles and responsibilities, and accountabilities. Visual depictions of operational procedures, such as flow charts and other figures, should accompany the text.
- (b) a detailed overview of the existing country systems of GoN, including (i) planning, (ii) financial management and reporting, (iii) procurement, (iv) monitoring and evaluation and (vi) audit. This component of the *Guide* will both explain the overview of the country systems generally, as well as discuss how external financial resources interact with country systems. Visual depictions of country systems, such as flow charts and other figures, should accompany the text.
- (c) a set of annexes with specific resources related to (a) and (b); these will include relevant templates such as for MoUs and financing agreements, relevant legal documents and policies, etc. The final list of annexes will be decided in consultation with MoF.

The *Guide* will be based on provisions of the Constitution of Nepal, prevailing rules, the national periodic plan and the International Development Cooperation Policy 2019. The audience for the *Guide* is both GoN as well as development partners and other non-Government stakeholders.



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In view of the federal structures in Nepal, component (a) and component (b) of the *Guide* should specifically make reference to:

- i) Expected role and/or specific interventions required by provincial and local level authorities/stakeholders

To analyze the roles of sub-national actors in aid mobilization and in the use of national systems, the *Guide* should make recommendations for resources that need to be developed and/or adjusted (such as project document and financing agreement templates) to the extent that is possible.

4. Scope of Work

The specific scope of this assignment includes, but is not limited to, the following:

- a. Review all relevant MoF institutional documents related to the Development Cooperation Policy (IDCP-2019), budget formulation guidelines and PFM practices, periodic planning, and other documents such as those related to accounting policy, the treasury operation system, as well as Nepal's commitment towards aid effectiveness as related to international forums; analyze the afore-mentioned from the perspective of transition to federalism;
- b. Conduct consultations with representatives from all relevant Government and non-Government stakeholders on necessary basis to gather inputs;
- c. Review the operational practices for managing external development co-operation of other countries relevant to Nepal, including with attention to adjustments to current practice in view of federalism;
- d. Assess the respective roles and responsibilities of various stakeholders and divisions of MoF, as well as those of other ministries, involved in project preparation, financing agreements and budget operations; outline the roles and responsibilities of each, including with attention to possible changes in view of federalism; this includes how the mobilization of foreign aid applies to INGOs;
- e. Review key development partners' operational guidelines and country strategy towards Nepal;
- f. Finalize the draft of the *Guide* for MoF;
- g. Lead a presentation of the *Guide* for all relevant stakeholders, facilitate discussion, and gather feedback to be considered in finalizing the *Guide* for publication.

Throughout the process of preparing the *Guide*, the Consulting Firm shall work in close collaboration with MoF's International Economic Co-operation Co-ordination Division (IECCD) and with other stakeholder organizations.



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An *indicative* Table of Contents for the *Guide* is outlined below. This is provided in order to give a sense of the scope of work; the final Table of Contents, including structure, topics, and contents, will be finalized in consultation with MoF's IECCD.

Indicative Table of Contents

- *Front Matter (Acknowledgements, Foreword, Acronyms, etc.)*
- *Introduction (Purpose of the Guide, Overview, etc.)*
- *Part I: The Project Management Cycle in Nepal and Relationship with External Development Co-operation*
 - *Project Preparation Stage*
 - *Financial Agreement Stage*
 - *Operational and Implementation Stage*
 - *Completion and Feedback/Review Stage*
- *Part II: The Country Systems of Nepal and Interaction with External Finance*
 - *Planning System*
 - *Budget and Public Financial Management System*
 - *Procurement System*
 - *Monitoring and Evaluation System*
 - *Audit System*
- *Part III: Annexes and Other Resources (relevant policies, templates, frameworks, reporting formats, etc.)*

5. Qualifications and Experience of the Consulting Firm

The consulting firm is expected to have or mobilize the relevant technical expertise and knowledge required for delivering the *Guide* to a high-quality standard.

i) Required Qualifications

Minimum qualifications of the consulting firm:

- Cumulative experience of at least 5 years, and at least 3 prior relevant/similar making research-based reports
- Demonstrated technical knowhow on the subject matter of Planning and development cooperation
- Prior relevant experience working with MoF and key ministries-Government of Nepal.

TSR



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Consulting firm staffing requirements:

Team Leader:

- PhD holder in development studies (whether in a specific thematic area of development or a general studies area such as public policy)
- At least 5 years cumulative experience in development sector in Nepal
- Prior experience with conducting research and study specifically on planning and development cooperation areas in Nepal will be considered an asset

Resource Persons:

- Master's degree in development studies (whether in a specific thematic area of development or a general studies area such as public policy)
- At least 3 years cumulative experience in the development sector in Nepal
- Demonstrated technical knowhow on effective research and develop reports

6. Deliverables

The final deliverable of this assignment is a final draft of the publication *Development Co-operation in Nepal: A Guide to Operational Procedures and Country Systems*. Interim deliverables are described in sections below. The *Guide* should include the content and topics described in sections above, including in the indicative Table of Contents, although the final Table of Contents will be agreed together with IECCD and based on consultations. All final and interim deliverables should be submitted in English and are expected to be produced in consistent high quality, with attention to academic writing style, thorough copy-editing, and inclusion of references and citations.

7. Ministry of Finance's Inputs to the Consulting Firm's Work

At the request of the Consulting Firm, MoF shall provide the following:

- International Development Co-operation Policy (IDCP-2019)
- Available legal and regulatory documents
- Reports on international aid effectiveness forums
- Facilitate meetings with other relevant departments, agencies and development partners relevant to the assignment, and as requested by the Consulting Firm

8. Performance and Reporting Requirements

The Consulting Firm shall:



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- a. Submit a **First Draft** of the *Guide*. *Within 1 month of the date of signing the contract, and no later than 25 December, 2020.*
- b. Submit a **Final Draft** of the *Guide*, incorporating all comments received on earlier draft. *Within 1 months of the date of signing the contract.*

The Consulting Firm is expected to submit three hard copies in English and one electronic copy of all reports.

9. Timeframe and Payment Modality:

Timeframe: Total duration of the project will be 1 months.

Payment Modality:

- The Consulting Firm shall be paid 100% of the total amount after submission and acceptance of all final deliverables, including the Final Draft and completion of the presentation.

The Firm shall be responsible for all taxes and duties including income tax applicable as per the Rules of Government of Nepal.

10. Selection Method of Consulting Firm

The Consulting Firm shall be selected on the basis of CQs (Cost and Quality) and consistent with UNDP's NIM Guidelines.



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Annex III

PROPOSAL SUBMISSION FORM

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 until 31st March 2022 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



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Annex IV

TECHNICAL PROPOSAL FORMAT

i) RFP Information

RFP Title:

EDFC II/RFP/001/2021 – DEVELOPMENT CO-OPERATION IN NEPAL:
A GUIDE TO OPERATIONAL PROCEDURES AND COUNTRY SYSTEMS-2021

Basic Organizational Information

Name of the organization :
Contact person's name :
Contact details :
Telephone :
E-mail :
Address :

ii) Organizational Profile:

Provide brief information on the structure of your organization and the field(s) and location(s) in which your organization operates. (Maximum of one page)

iii) Organization's Experience

Provide a detailed information on organizational expertise and previous work your organization has undertaken in the context of similar/relevant assignments. (Maximum of two pages)

iv) Technical Proposal

Provide a detailed description of how your organization proposes to implement the above ToR. (Maximum of five pages) Please include the following:

- A) A detailed implementation schedule (study plan) and how you would intend to meet the deliverables mentioned in the ToR.*
- B) An outline of the approach taken to supervise and monitor the assignment to ensure all components can be delivered on time and to a high quality.*

v) Human Resources

Provide details of the human resources of your organization that will be employed to undertake this task. Submission of CVs of all members of proposed team is highly recommended (including signed CVs of experts/team members).



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Annex V

PRICE SCHEDULE

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.

EDFC II/RFP/001/2021- DEVELOPMENT CO-OPERATION IN NEPAL: A GUIDE TO
OPERATIONAL PROCEDURES AND COUNTRY SYSTEMS-2021

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.

1. Financial Proposal

The Proposer should submit separate financial engagement plan (with cost details) for the study.

Price Schedule for: DEVELOPMENT CO-OPERATION IN NEPAL: A GUIDE TO OPERATIONAL PROCEDURES AND COUNTRY SYSTEMS-2021					
Request for Proposals for Services					
Description of Activity		Number of persons needed to deliver (A)	Number of days needed to deliver (B)	Unit Price/ Daily rate (C)	Total Amount (AxBxC)
1	Professional Service charges				
	a)				
	b)				
	c)				
	d)				
	TOTAL COST				
	VAT 13%				
	GRAND TOTAL				

(Amount in Words:)

.....)



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Annex VI

GENERAL TERMS AND CONDITIONS IN EXECUTION OF THE TASK

1. Force Majeure

Without prejudice to their rights the EDFC II 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 and 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 EDFC II 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 EDFC II 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 EDFC II.



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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 EDFC II's 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 EDFC II in respect of this project.

10. Officials not to benefit

The party warrants that no UNDP or EDFC II 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 EDFC II.

12. Records, Accounts, Information and Audit

- a. The party shall maintain accurate and systematic records and accounts in respect of the work to be performed under this task.
- b. The party shall furnish, compile or make available at all times to EDFC II and UNDP any records or information, oral or written, which EDFC II may reasonably request for in respect of the work to be performed under this task.
- c. The party shall allow EDFC II and UNDP or its authorized agents to inspect and audit such records or information upon reasonable notice.



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13. Language

Unless otherwise specified in the task, English language shall be used by the party in all written communications to EDFC II 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 EDFC II, 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 EDFC II and UNDP. Subject to the provision of this article, the party may retain a copy of the document (s) produced by him/her for his and universities record.

15. Amendments

The terms and conditions of this task may amended only in writing signed by both parties to this task or their duly authorized representatives.

16. Obligation to inform EDFC II of changes in conditions

The party shall promptly and fully notify EDFC II 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, EDFC II 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 EDFC II

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, EDFC II may, after giving the party reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the services from other sources, in which event EDFC II may hold the party responsible for any excess cost occasioned thereby.
- b. Refuse to accept delivery of all or part of the services.



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- c. Cancel the contract without any liability for termination charges or any other liability of any kind of EDFC II.

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 EDFC II 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 EDFC II.

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.



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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:	Instruction to Proposers – Annex I	
	Terms of Reference (ToR) – Annex II	
	Proposal Submission Form – Annex III	
	Technical Proposal Format – Annex IV	
	Price Schedule – Annex V	
	General Terms and Conditions in Execution of the Task – Annex VI	
	Statement of Compliance with Terms and Condition – Annex VII	
TIMELINE:	Refer to detail ToR	
PAYMENT TERMS:	After completion of the study	
VALIDITY OF PROPOSAL:	<u>31st March 2022</u>	
CURRENCY OF PRICES	<u>Must be in Nepalese Rupees.</u>	

Submitted by:

Name:

Organization:

Designation:

Address:

Telephone:

Email:

Web Portal:

Date:

Organization Seal:

