



Terms of reference – Invitation procedure

“Backstopping for Project Cycle Management and Quality Assurance” for the period 01.01.2022 to 31.12.2025 in Nepal/Kathmandu

This procedure is based on the Federal Act of 21 June 2019 on Public Procurement (PPA, SR 172.056.1) and the Ordinance of 12 February 2020 on Public Procurement (PPO; SR 172.056.11).

21.05.2021

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1 Abbreviations

AC	Award criteria
EC	Eligibility criteria
GESI	Gender Equality and Social Inclusion
GTC	General Terms and Conditions of Business
HOC	Head of Cooperation
OMS	Outcome Monitoring Matrix
PCM	Project Cycle Management
PPA	Federal Act on Public Procurement
PPO	Federal Ordinance on Public Procurement
QA	Quality Assurance
RMB	Results Based Management
SCS	Swiss Cooperation Strategy
SDC	Swiss Agency for Development and Cooperation
CoopProg	Cooperation Programme
VAT	Value added tax

Purpose of this document

This document contains the requirements relating to the mandate for project “**Backstopping for Project Cycle Management and Quality Assurance**”. It serves as a template for the tenderer to submit his or her offer. Contracts are awarded according to the invitation procedure according to Art. 20 PPA. At least three bids shall be collected and the Terms of Reference must also be posted on the [FDFA mandates platform](#). The contract is awarded to the most advantageous tender.

2 Goal and content of the mandate

2.1 Background

SDC is the Development Agency of Switzerland’s Federal Department of Foreign Affairs (FDFA) and it is responsible for coordinating and implementing Switzerland’s international development activities. Under its Swiss Cooperation Strategy (SCS) for Nepal 2018-2021, Switzerland pursues a comprehensive approach, aiming to ensure that “women and men benefit from equitable socioeconomic development and exercise their rights and responsibilities in an inclusive federal state”. The Cooperation Strategy has three strategic priorities, namely 1) building a federal system, 2) strengthening economic growth and job creation, and 3) enhancing protection of migrant workers and establishing an effective mechanism for migration management. These three pillars are complementary and mutually reinforcing.

While the current SCS has been prolonged by one year until the end of 2022, a new Swiss Cooperation Programme (CoopProg) 2023-2026 needs to be developed based on lessons learned from the current strategic cycle and following Switzerland’s priorities outlined in Switzerland’s International Cooperation Strategy 2021-2024.

SDC Nepal has been concerned about assuring quality of its programme and measuring results for a long time. In the last 15 years, various M&E trainings were held at the Swiss Cooperation Office in Kathmandu. The Nepal office is equipped with a solid M&E system based on *Results Based Management (RBM)* and the use of *Outcome Monitoring Summaries (OMS)* to support planning and results measurement on each of its projects. The OMS is a tool used to inform and understand progress at programme level. An OMS is drafted for each project based on their Logical Framework (logframe). The OMS guides the project implementers’ and SDC programme officers’ focus on the most pertinent information needed to discuss and view progress at outcome level, learn from it and use it for project and programme steering. Whilst the OMS enables to track programme-level progress, the backward/forward-looking matrices are tools used to provide an overview and examine the contribution of individual projects to the wider strategic outcomes of the SCS.

These processes and systems have been constantly improved and adapted over the years, often serving as a reference for other SDC country programmes. For example, based on the experience in Nepal an RBM course has been developed under the leadership of the Quality Assurance section of the SDC’s headquarters in Switzerland.

In order to support the strategy development process, further improve and guarantee a quality strategic and programmatic monitoring system and develop capacities/skills of SDC staff and implementing partners, SDC Nepal is looking to recruit a consultant for a four-year consultancy service.

2.2 Prior involvement

The current contractor, i.e. Mr. Julien De Meyer (illud est Pty Ltd.) was not involved in the preparation of this invitation procedure or in any preparatory work. Mr. Julien De Meyer (illud est Pty Ltd.) is eligible to participate and, accordingly, is invited to submit bids, subject to the conditions and deadlines specified in this invitation document.

2.3 Objectives

The mandate contains the following interlinked objectives:

- **Cooperation Programme Development:** SDC Nepal is supported in key strategic moments such as the elaboration of the new CoopProg 2023-2026.
- **Capacity building and institutionalization of best practices:** SDC staff has a clear understanding of SDC Nepal's planning, monitoring and steering processes and instruments. They understand and apply RBM concepts and instruments, make use of the OMS as well as the backward/forward-looking matrices for planning and steering of the CoopProg.
- **Quality assurance and coaching:** SDC funded projects have lean M&E systems and are able to report quality information in a timely manner using an approved OMS format. Projects' results frameworks are linked with the CoopProg/SCS results framework.

2.4 Content of the mandate

The consultant/tenderer shall have the following expertise and skills:

- Solid practical and academic background related to PCM, RBM, elaboration of strategies and Results Framework;
- Familiarity with SDC instruments and processes, including the elaboration of cooperation strategies and elaboration of Results Frameworks as per SDC requirements (ARI/TRI), Project Documents etc.;
- Familiarity with SDC Nepal specific processes and concepts or similar, including OMS, Backward-Forward Matrices, Gender Equality and Social Inclusion (GESI), workforce diversity, targeting approach;
- At least 5 years of professional experience in PCM, RBM and/or quality assurance consultancies;
- Solid understanding of Nepal's development context and SDC's development portfolio in Nepal, including knowledge of SDC's priority sectors;
- A strong sensitivity and responsiveness to GESI, ability to integrate this approach in trainings and concepts;
- Experience in establishing online and physical workshops, ability to pass on knowledge in a participative and innovative manner;
- Excellent analytical skills (quantitative and qualitative) and strong ability to communicate and summarize analysis in writing;
- Excellent writing and editing skills in English;
- Good interpersonal skills and time management.

The assignment can be carried out by one individual consultant (small-size enterprise or self-employed). Consortia are not permitted.

The mandate consists of the following tasks under each objective:

a.) Cooperation Programme Development

- A workshop for the elaboration of the new CoopProg is planned and conducted with the participation of both SDC Nepal and representatives from Headquarters (SDC, Human Security Division, SECO, Humanitarian Aid). A workshop summary is submitted to SDC Nepal (2022).
- Accompany and support the drafting/writing process of the CoopProg in consultation with the SDC Nepal programme team and Head of Cooperation (HoC) as per the *SDC Guidance for the Elaboration and Approval of Cooperation Programmes*, in particular the Portfolio Outcomes and Theory of Change. Support the necessary revisions after consultation between SDC Nepal and Headquarters (the process includes several rounds of consultations) (2022).
- Guide and support the SDC Nepal programme team in the elaboration of the Results Framework, including the mandatory use of Aggregated Reference Indicators (ARIs), Thematic Reference Indicators (TRI) and context-specific indicators as per the SDC Guidance on Results Indicators (2022).
- Planning and facilitation of a participative mid-term (MTR) review workshop of the CoopProg 2023-2026, including the submission of a MTR report to summarize lessons learnt and recommendations. Support SDC Nepal programme team/HoC with the revision/adaptation of necessary processes (e.g. revision of Results Framework, Matrices etc.) (2024).

b.) Capacity building and institutionalization of best practices

- Coach and provide tailored training to the Quality Assurance Team (QA Team) within SDC Nepal. Establish a detailed yearly work plan and develop refresher and new training as needed. The training should include but is not limited to: advanced PCM training, the use of RBM, review and edit of OMS, establishment and revision of backward/forward-looking matrices (continued 2022-2025).
- Provide remote mentoring to the QA Team in their on-going quality assurance role within the SDC Nepal programme team (continued 2022-2025).
- Provide support to the QA Team to prepare and facilitate the discussions on the backward/forward-looking matrices and on aggregating results for the annual report (continued 2022-2025).
- Test new approaches/methods with the QA Team and/or the SDC Nepal programme team. Support and suggest quality improvement for processes and instruments applied by SDC Nepal (continued 2022-2025).
- Provide a yearly OMS training for all SDC Nepal programme team (continued 2022-2025).
- Provide introductory PCM/RBM basic training sessions to new programme staff (continued as per need 2022-2025).

- Support the elaboration of projects' Results Framework in consultation with the respective SDC programme team (programme in charge). Where needed, conduct (mini) workshops with implementing partners (continued as per need 2022-2025).

c.) Quality assurance and coaching

- Provide basic RBM and OMS training to SDC implementing partners in coordination with the QA Team (yearly refresher workshop 2022-2025).
- Support the discussion of OMS between SDC staff and implementing partners, provide tailored support to OMS elaboration where needed (continued 2022-2025).
- Individual coaching sessions with projects (OMS, RBM) as per need (continued 2022-2025).
- Provide punctual support to the elaboration/finalisation of Project Documents upon request of SDC Nepal programme staff (continued as per need 2022-2025).

2.5 Estimated amount

The consulting mandate covers a period of 48 months, from 1.1.2022 – 31.12.2025. To fulfill the mandate, SDC will provide the consultant with a maximum of 170 working days.

The mandate will be carried out both virtually and physically in Kathmandu, with a total of 4 missions (1 mission per year with approx. 8 working days) to Kathmandu. The consultant shall suggest methodologies for both online and physical learning/workshops.

In order to ensure the comparability of the offer, all details must be taken into account according to the table below (i.e. 170 working days, including travel days and mission days in Kathmandu). All prices must be indicated in Swiss Francs (CHF) excl. VAT. The price per working day (8 hours) excl. VAT includes in particular insurance, allowances, social costs, transport, costumes, etc. and constitutes the cost ceiling, which is evaluated under AC 4. Eventual material or costs for online platform licences must be listed separately in the offer.

Travel costs will depend on the demand and needs. Bidders are requested to use for their financial proposal the following estimate: travel, accommodation and per diem for a total of 4 missions à approx. 8 days each (1 mission per year to Nepal, remuneration for working days during the missions are already included in the above mentioned 170 days).

The tenderer will not be reimbursed for any costs arising from the preparation or submission of bid.

Tentative Work Plan		
Year	Tasks	Number of Days
2022	Strategy Workshop CoopProg 2023-2026 (including preparation, travel and summary report)	10
	Drafting process of the Swiss CoopProg 2023-2026	16
	Outcome Monitoring Summary Refresher for staff and partners	4
	PCM Training (QA Team)	15

	Backstopping for Programme Support	15
Total 2022		60
2023	Outcome Monitoring Summary Refresher for staff and partners	4
	PCM Training (QA Team)	15
	Backstopping for Programme Support	15
Total 2023		34
2024	Outcome Monitoring Summary Refresher for staff and partners	4
	PCM Training (QA Team)	15
	Mid-term Review CoopProg (including preparation, travel and summary report)	8
	Backstopping for Programme Support	15
Total 2024		42
2025	Outcome Monitoring Summary Refresher for staff and partners	4
	PCM Training (QA Team)	15
	Backstopping for Programme Support	15
Total 2025		34
Total Days		170

2.6 Timetable of the invitation procedure

Date / Deadline	Activity
21.05.2021	Invitation of at least 3 tenderers and publication of the mandate on the FDFA mandates platform
28.05.2021	Expression of interest in submitting a tender by email: kathmandu@eda.admin.ch
28.05.2021	Deadline for submitting questions by email: kathmandu@eda.admin.ch
04.06.2021	Sharing of the questions and answers with all the interested tenderers
25.06.2021	Deadline for submission of tenders
End-June – End-July 2021	Evaluation and adjustment (remains reserved) of tenders
End-July 2021	Information of the tenderers by means of individual dispositions: Awarding of the contract and notification of the not considered tenderers
Autumn 2021	Signing of contract
01.01.2022	Contract start date

3 Eligibility criteria (see Annex 01 “Confirmation EC”)

The tenderer must duly fulfil without limitation or modification the eligibility criteria listed in annex 01. The tenderer must also provide, where indicated, the necessary evidence with the submission of the bid.

Only those tenderers that fulfil all formal requirements and eligibility criteria will be evaluated on the basis of the award criteria. The other tenderers will be excluded from the further procedure.

➔ **Please confirm fulfilment of Eligibility Criteria and submission of documents on Annex 01 “Confirmation EC – Eligibility Criteria”**

4 Award criteria

The following table shows the award criteria (AC) and the corresponding weightings, on the basis of which the bids will be evaluated.

AC	Award Criteria	Weighting
AC 1	Understanding of the mandate, including SDC instruments and processes as outlined in section 2.1, 2.3, 2.4	20%
AC 2	Proposed methodology and approach as outlined in section 2.1, 2.3, 2.4	20%
AC 3	Qualification, experience and expertise of the consultant (CV). Refer to qualifications in section 2.4.	40%
AC 4	<p>Financial offer – overall price</p> <p>The overall price is to be submitted in CHF only together with the budget form as per Annex 04 of the tender document and to include the following:</p> <ul style="list-style-type: none"> • Offer for the number of days outlined in section 2.5 (i.e. 170 days) • Estimated travel expenses, accommodation costs and per diem as outlined in section 2.5. <p>The overall amount (excl. VAT) across the mandate will be estimated using the following formula:</p> $\text{Score} = M \times \left(\frac{P_{\min}}{P} \right)$ <p>P = Price of the bid being assessed</p> <p>P min = Price of the cheapest bid</p> <p>M = Max. points (= score 5)</p>	20%
	Total	100%

Each further award criterion will be evaluated according to the following score table:

Score	Fulfilment and quality of the criteria	
0	Cannot be established	<ul style="list-style-type: none"> • Information has no significance
1	Very poor fulfilment	<ul style="list-style-type: none"> • Information is incomplete • Data quality is very poor

2	Poor fulfilment	<ul style="list-style-type: none"> Information relates inadequately to the requirements Data quality is poor
3	Average fulfilment	<ul style="list-style-type: none"> Information generally relates adequately to the requirements Data quality is adequate
4	Good fulfilment	<ul style="list-style-type: none"> Information focuses well on requirements Data quality is good
5	Very good fulfilment	<ul style="list-style-type: none"> Information clearly relates to the achievement of outputs Data quality is excellent

5 Structure and content of the bid

The tenderer must adhere to the following structure in the interests of fairness and in order to expedite the evaluation process.

Nr.	Contents	Max. No. Pages	EC/AC	
00	Cover letter with signature(s)	1	EC 1	
01	Annex 'Written confirmation of Eligibility Criteria'			
02	'Tenderer Information' form – duly filled in and signed		EC 2	
03	Acceptance of GTC and Code of Conduct		EC 3	
04	2 References evidencing experience	2	EC 4	
05	Understanding of the mandate, including SDC instruments and processes	2	AC 1	
06	Proposed methodology and approach	2-3	AC 2	
07	Qualifications of the personnel to be deployed (CVs), language skills etc.	1 plus CVs	EC 5, AC 3	
08	Financial offer according to the budget form in annex 4 (type B)		AC 4	

6 Administrative Aspects

6.1 Official name and address of the contracting authority

The Swiss Cooperation Office/Embassy of Switzerland in Nepal is in charge of the awarding procedure and also acts as direct contracting authority towards the tenderer.

Federal Department of Foreign Affairs FDFA
Swiss Agency for Development and Cooperation (SDC)
Embassy of Switzerland in Nepal
Ekanta Kuna, Jawalakhel
P.O Box no. 113, Kathmandu, Nepal

6.2 Deadline and address for submitting bids

The bids (format pdf) must be submitted to kathmandu@eda.admin.ch by 25.06.2021 at 23h00 Nepal Standard Time (UTC +5:45) at the latest. Bids received late cannot be taken into consideration. They will be returned to the tenderer.

The email must mention "PCM Backstopping Mandate" in the reference line. Tenderers must confirm in the email the binding force of the bid. The receipt of the bids submitted via email will be acknowledged via email at the latest until 26.06.2021.

In all cases the tenderer must retain proof of the timely submission of the bid.

6.3 Expression of interest in submitting an offer and receiving documents

Interested tenderers can express their interest by email until 28.05.2021 and will receive the annexes to these terms of reference.

6.4 Answering questions

No individual information is given to the tenderers. Any questions must be submitted by 28.05.2021 to kathmandu@eda.admin.ch. Questions submitted late cannot be answered. The document with all questions received and their answers will be sent to all tenderers by 04.06.2021.

6.5 Type of procedure

Procurement is carried out by invitation o tender in accordance with the Federal Act on Public Procurement of 21 June 2019, PPA, SR 172.056.1.

It is **not** possible to appeal the award.

6.6 In accordance with GATT / WTO agreement or treaty (as applicable)

This is a public contract under Annex 5 no. 1 let. d PPA. There is no right of appeal.

6.7 Evaluation and adjustment of bids

Tenders are evaluated in accordance with Art. 38 PPA. Tenders may only be adjusted at the contracting authority's specific request. Adjustments must be undertaken in accordance with Art. 39 PPA and subject to the conditions set out therein.

6.8 Bidding consortia

Consortia of tenderers are not permitted.

6.9 Subcontractors

Subcontractors are permitted, subject to the prior approval of the awarding entity. If the tenderer engages subcontractors in order to carry out the work, the tenderer will assume overall responsibility. It must list all the subcontractors involved, together with the roles allocated to them, in Annex 01 "Tenderer information".

Any contractual delegation by the contractor of performance of all or part of the present contract to subcontractors shall be subject to the prior written consent of the contracting authority. Subcontractors and their personnel must satisfy all conditions stipulated in the present contract and the appendices thereto. The contracting authority shall be liable solely to

the contractor. In the event that the contractor delegates performance of all or part of the contract, the contractor shall bear sole liability for the acts of any subcontractors. As a general rule the tenderer is required to make the characteristic supply.

6.10 Validity of bids

180 days after the deadline for receipt of bids.

6.11 Languages of invitation document

The invitation document are available in: English

6.12 Language of the procedure

The present procurement procedure is conducted in English. This means that all statements on the part of the awarding authority are made at least in this language.

6.13 General Terms and Conditions of Business (GTC)

The General Conditions of Business (GTC) of the FDFA for mandates (type A and type B) shall be deemed to have been accepted by the contractor on submission of the bid.

6.14 Conclusion of contract

The contract is concluded subject to the prior approval of credits by the FDFA.

7 Further information

7.1 Confidentiality

The parties shall keep confidential any facts and information that are not generally known or in the public domain. In case of doubt, all facts and information shall be treated as strictly confidential. The parties shall take all measures, to the extent that they are commercially reasonable and practicable in technical and organisational terms, to ensure that confidential facts and information are properly protected against access by, or disclosure to, unauthorised third parties.

Any transfer of confidential information by the contracting authority within its own organisation (or within the Federal Administration), or to any third parties appointed, is not deemed to constitute a breach of the obligation of confidentiality. The foregoing also applies to tenderers to the extent that the disclosure of confidential information is required for the performance of the contract, or provisions of the contract are disclosed within the organisation.

The tenderer may not, without the contracting authority's written consent, publicise the fact that a cooperation arrangement with the contracting authority is or was in effect or cite the contracting authority as a reference.

The parties shall ensure that their employees, subcontractors, suppliers and any other third parties appointed comply with the foregoing obligations of confidentiality.

7.2 Integrity clause

Tenderers undertake to take all necessary measures to avoid corruption and, in particular, agree not to offer or accept payments or other advantages.

Tenderers who breach this integrity clause are required to pay a contractual penalty to the contracting authority amounting to 10% of the value of the contract or at least CHF 3'000 for each instance of breach.

The tenderer notes that any breach of the integrity clause will generally result in cancellation of the award or early termination of the contract for good cause by the contracting authority.

The parties shall inform each other of any well-founded suspicions of corruption.

7.3 Statement on rights of appeal

The procedure is governed by the provisions of the act for procedures outside the scope of international treaties. Outside the scope of international treaties a so-called secondary legal protection is granted. This means that tenderers in these procedures can apply for the illegality of public procurement decisions to be established by means of a complaint. However, the complaint does not prevent the awarding authority from concluding the contract (no suspensive effect).

7.4 Property rights

All industrial property rights which arise in the course of the performance of the mandate shall pass to the contracting authority.

8 Annexes

No.	Annex
1	Annex 'Confirmation of Eligibility Criteria'
2	'Tenderer Information' form
3a	General Terms and Conditions (GTC) of the Federal Department of Foreign Affairs (FDFA) for mandates (type A and B)
3b	Code of conduct for contractual partners of the FDFA
4	Budget form type B – for legal entities, organisations and self-employed persons