

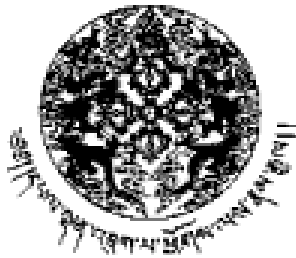


དཔལ་ལྷན་འབྲུག་གཞུང་།
ROYAL GOVERNMENT OF BHUTAN
རྒྱལ་ཡོངས་ཨ་མ་སྲུང་ལ་ལོ་ལྷན་ཚོགས།
NATIONAL COMMISSION FOR WOMEN AND CHILDREN
Making a difference



STANDARD REQUEST FOR PROPOSAL
Procurement of Consulting Services (SRFP)

(For value up to Nu. 1.0 Million)



**Royal Government of Bhutan
Ministry of Finance**

March 2011



Preface

This Standard Request for Proposal (SRFP) for the Procurement of Consulting Services has been prepared by the Public Procurement Policy Division (PPPD), Ministry of Finance to be used for the Procurement of Consulting Services for the projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It should be used in conjunction with the Procurement Rules and Regulations.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement under RGoB-financed projects may contact:

Public Procurement Policy Division
Ministry of Finance
Royal Government of Bhutan
Email: pppd@mof.gov.bt
Telephone no. 00975 2 336962, fax no. 336961



ACRONYMS

CQ	Consultants Qualifications
CV	Curriculum Vitae
EoI	Expression of Interest
MoF	Ministry of Finance
IC	Individual Consultant
PPPD	Public Procurement Policy Division
SRFP	Standard Request for Proposals
TOR	Terms of Reference



Ref: No. NCWC/PRO-11/2018-2019/

15th May 2019

Consultancy to review the National Plan of Action on Gender (2008-2013) and formulate a new National Plan of Action on Gender

Letter of Invitation

The National Commission for Women and Children (NCWC) has budget provision from the United Nations Development Program (UNDP) and intends to apply part or whole of the proceeds for the procurement of consultancy services to review and formulate ***the National Plan of Action on Gender***. The services include ***reviewing the progress and achievements, identify the gaps and opportunities of the NPAG (2008-2013), review progress made during the 11th FYP and formulate a new action plan*** (and the timeframe for completion of the work is 60 working days from the day of awarding the work).

The NCWC now invites eligible consultants to indicate their interest in providing the services. Interested consultants must provide information indicating that they are qualified to perform the services (brochures, description of similar assignments, experience in similar conditions, availability of appropriate skills among staff, etc.). Consultants may associate to enhance their qualifications.

The selection process of a consultant shall be in accordance with the procedures set out in the Procurement Rules and Regulations.

Interested consultants may obtain further information at the address below during office hours 09:00 to 17:00 hours or from the NCWC website at www.ncwc.gov.bt.

Proposal must be delivered to the address below by **15th June 2019 at or before 1 pm**.

National Commission for Women and Children

Attn: Kunzang Lhamu, Director

PO Box 556, Thimphu Bhutan

Tel: 00975 02 334549/334551

Fax: 00975 02 334709

E-mail: klhamu@ncwc.gov.bt

Web site: www.ncwc.gov.bt



1. **INTRODUCTION**

- 1.1 Firms/individuals are hereby invited to submit a technical and financial proposal for consulting services required for the **Consultancy to review and formulate the National Plan of Action on Gender** in the attached LOI Data Sheet (referred to as "Data Sheet"). The proposal could form the basis for future negotiations and ultimately a contract between your firm and the NCWC.
- 1.2 A brief description of the Assignment and its Objectives are given in the Data Sheet.
- 1.3 The Assignment will be implemented in accordance with the procedure indicated in the Data Sheet.
- 1.4 To obtain firsthand information on the Assignment and on the local conditions, firms/individuals are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference as specified in the Data Sheet. Firms/individuals must take into account the local conditions while preparing the proposal.
- 1.5 The Client will provide the inputs specified in the Data Sheet, and will assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.7 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices specified in the Standard Request for Proposal (Large Assignments) Instruction to Consultant Clause 4.

2. **DOCUMENTS**

- 2.1 To enable firms/individual to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than seven days before the proposal submission date.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment.



3. PREPARATION OF PROPOSAL

- 3.1 Firms/individuals are requested to submit a technical and a financial proposal separately. Your proposal shall be written in the language specified in the Data Sheet.

Technical Proposal

- 3.2 Firms/individuals are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.3 During preparation of the technical proposal, firms/individuals must give particular attention to the following:
- i) If firms/individuals consider that the firm does not have all the expertise for the Assignment, you may associate with other firms or entities, including the other firms invited for this Assignment and/or local consultants, subject to restrictions specified in the Data Sheet, to enable a full range of expertise to be presented;
 - ii) The estimated budget ¹for the Assignment is stated in the Data Sheet for your information. The financial proposal for the Assignment should be substantially in accordance with the budget;
 - iii) The estimated man months for the assignment are stated in the data sheet for your information. However, firms/individuals should feel free to submit your proposal on the basis of man months which firms/individuals consider necessary to undertake the assignment.
- 3.4 The technical proposal must provide the following information, using, but not limited to, the formats attached in **Annexure 2**:
- i) A brief description of the Consultant's organization and an outline of recent experience on assignments of a similar nature. The information provided on each assignment should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm involvement;
 - ii) Any comments or suggestions on the TORs, and a description of the methodology (work plan) which the Consultants propose to execute the services, illustrated with bar charts of activities.

This will apply only for fixed budget selection method



-
-
- iii) The composition of the proposed staff team, the tasks which would be assigned to each and their timing;
 - iv) Curriculum Vitae (C.V.) recently signed by the proposed key professional staff or an authorized manager in the home office.
 - v) Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff; and
 - vi) The Consultant's comments, if any, on the data, services and facilities to be provided by the Client indicated in the TORs.

3.5 **The technical proposal must not include any financial information.**
Financial Proposal

- 3.6 The financial proposal should list the costs associated with the Assignment. These normally cover: remuneration for staff, accommodation (per diem, housing), transportation, for mobilization and demobilization, and equipment (vehicles, office equipment, furniture and supplies), printing of documents, surveys. Your financial proposal should be prepared using, but need not be limited to, the formats attached in **Annexure 3**.
- 3.7 The financial proposal must take into account the tax liability and cost of insurances specified in the Data Sheet.
- 3.8 Costs should be expressed in currency as provided in data sheet.

4. SUBMISSION OF PROPOSALS

- 4.1 Firms/individuals must submit one original proposal and the number of copies indicated in the Data Sheet. Each proposal should bear the address and information indicated in the Data Sheet. The proposal should be submitted in two different stages.
- 4.2 The completed technical and financial proposal must be delivered on or before the time and date stated in the Data Sheet.
- 4.3 The proposal must be valid for the number of days stated in the Data Sheet from the date of its submission during which firms/individuals must maintain available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations at the location stated in the Data Sheet within this period.



4.4 The client will not accept the electronic submission of bids (Technical and Financial Proposals).

5. **PROPOSAL EVALUATION**

5.1 A two-stage procedure will be adopted in evaluating the proposals:
i) a technical evaluation, which will be carried out prior to opening any financial proposal;
ii) a financial evaluation.

Firms will be ranked using a combined technical/financial score, as indicated below.

Technical Proposal

5.2 The evaluation committee appointed by the Client will carry out the evaluation applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be attributed a technical score (St.).

Financial Proposal

5.3 The evaluation committee will determine if the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of the proposals will be computed as follows: $Sf = 100 \times Fm/F$ (F - amount of financial proposal).

5.4 Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in the Data Sheet” $S = St \times T\% + Sf \times F\%$.

6. **Negotiations**

6.1 Prior to the expiration period of proposal validity, the Client will notify the successful Consultant who submitted the highest scoring proposal (technical + financial) in writing by registered letter, cable telex or facsimile and invite to negotiate the Contract.

6.2 Negotiations normally finish within five days. The aim is to reach an agreement on all points and initial a draft contract by the conclusion of Negotiations.

6.3 Negotiations will commence with a discussion of technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and bar charts, which will indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention will be paid to optimize the required outputs from the



Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.

- 6.4 Changes agreed upon will then be reflected in the financial proposal, using proposed unit rates
- 6.5 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations.

7. **AWARD OF CONTRACT**

- 7.1 The Contract will be awarded after successful Negotiations with the successful Consultants. If negotiations fail, the Client will invite the Consultants having obtained the second highest score to Contract negotiations. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected.
- 7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. **CONFIRMATION OF RECEIPT**

- 8.1 The consultant shall acknowledge the following:
- i) The receipt of the letter of invitation by the consultant.
 - ii) Whether or not the consultant will submit a proposal.



LOI DATA SHEET

Clause No.	Clauses
1.1	The name of the Assignment is: <u>Consultancy to Review and formulate a National Plan of Action on Gender.</u> The name of the Client is: National Commission for Women and Children .
1.2	The description and the objectives of the Assignment are: The NCWC is seeking submissions of bids from suitably qualified and experienced firms based in Bhutan to <u>Review the National Plan of Action on Gender (2008-2013) and formulate a new National Plan of Action on Gender.</u> The timeframe for completion of the work is 45 days from the day of awarding the work.
1.3	The assignment will be carried as <i>lump sum</i>
1.4	Pre-Proposal Conference: No
1.5	The Client shall provide the following inputs: A copy of available relevant materials for reference and officers from the Women Division will be available for consultation.
1.6	The Documents are: (TORs, Contract, Appendices etc.)
1.7.	The address is: National Commission for Women and Children, PO Box 556, Thimphu Bhutan
3.1	The language is: English
3.7	Applicable Tax liability, insurances, etc. if any, is the responsibility of the firm.
4.1	The number of copies of the proposal is: One original only.
4.3	The date and time of proposal submission are: <ul style="list-style-type: none"> • Technical proposal 15th June 2019 at or before 1 PM Bhutan Standard Time (BST) • Financial before 15th June 2019 at or before 1 PM should submit the Technical and financial proposal packed in the different/separate envelop clearly marks the contain outside the envelop.
4.4	Validity period (days, date): <u>60 working days</u> The location is: National Commission for Women and Children, Above Memorial Chorten, Thimphu, Bhutan



5.1	The points given to evaluation criteria are:	<u>POINTS</u>
(i)	The consultants' relevant experience for the assignment	40
(ii)	The quality of methodology proposed	20
(iii)	The qualifications of the key staff proposed (refer details below)	40
Total:		100

The points given to evaluation sub-criteria for qualifications of key-staff proposed:

	<u>POINTS</u>
General Qualifications	30
Experience and Language in region	5
Adequacy for the Project	65
Total:	100

The technical proposal should score at least 70 points out of 100 to be considered for financial evaluation.

- 5.3 The currency is: Ngultrum (Nu)
- 5.4 The weight (T%) given to the Technical Proposal is **70 percent**.
The weight (F%) given to the Financial Proposal is **30 percent**.
- 7.2. Commencement of Assignment (date, location): **25th June 2019 National** Commission for Women and Children, Above Memorial Chorten, Thimphu, Bhutan.
- 8.1 Whether the firm/ individual choose to submit both Technical and Financial Proposals in hard, submissions shall be made in accordance to Clause 4.4. No information of the financial proposal should be provided in the Technical Proposal.



8.2 The Technical Proposal will be opened and evaluated first, and the Financial Proposal will be opened only for those participating firms who have scored equal to or more than 70 % in their Technical Proposal.

Attachments:

1. TORs
2. Annexures
4. Draft Form of Contract



Terms of Reference

POST TITLE: Short term consultancy
PROJECT NAME: National Plan of Action on Gender
COUNTRY OF ASSIGNMENT: Bhutan

1. Background

Bhutan has made considerable progress in integrating and addressing gender equality concerns in the national development plan. It is evident from the review of Bhutan's plan documents that, it was in the Fifth Plan that the Government first included a separate chapter on women. The Sixth Plan (1987-1992) revealed the realization that "*Bhutan's full human potential, as well as ensuring that the whole population benefits from development, requires special efforts to involve women in development.*" As such, plans and programmes were developed to integrate women into the development goals, but were limited to the delivery of basic services in the areas of health, education, nutrition and sanitation.

In 1981, Bhutan ratified CEDAW without any reservations. Following which, the National Women's Association of Bhutan (NWAB) was established to assist the Government in promoting the participation of women in development. While NWAB concentrated on identifying women's needs and interests, Government Ministries and Departments attended to the enhancement of women's participation in their sectors. The chapter '*Women's Involvement in Development*' in the Seventh Plan (1992-1997) identified women and girls as the beneficiaries of health and education services. Accordingly, efforts were made to involve women in development through the provision of income-generating trainings such as weaving; agro based industries and food processing. A move also was made to increase the number of women agricultural workers and village health workers. The Eighth Plan (1997-2002) outlines the status of women and their access to credit, health and education services in a chapter on '*Women in Development,*' Likewise, the Ninth Plan (2002-2007) chapter on '*Women, Children and Gender*' highlighted the Government's continued commitment to promoting wider representation and participation of women in broader decision-making bodies, as well as in the civil service.

The NCWC was established soon after the combined (1st to 6th) periodic reporting of CEDAW in 2004. It was established with through an executive order from the government stating its mandates. The NCWC, through various awareness programs and stakeholder consultations, established a network of Gender Focal Points in various Ministries, Agencies and NGOs, including the private sector. This network of Gender Focal Points was formed mainly as the operational arm of the NCWC.



In this period, the NCWC conducted continuous and various awareness and sensitization programs and campaigns for the various government agencies and the general public. For the Gender Focal Points, the NCWC coordinated capacity building programs and consultations. Based on these programs, the National Plan of Action for Gender (NPAG) was envisaged as the strategy to mainstream gender into 10th FYP where mainstreaming key gender issues through awareness and generation of sex-disaggregated data was given huge importance. highlighted seven critical areas of action, in which there was reasonable intervention required with regard to women's empowerment thus gender equality. The seven critical areas were: ***Good Governance; Economic Development (with focus on employment); Education and Training; Health; Ageing, Mental Health and Disabilities; Violence Against Women; and Prejudices and Stereotypes.*** Various activities are highlighted under each critical area with implementing agencies identified and listed as per the relevance to be implemented during the 10th FYP period. While a comprehensive review of the NPAG implementation was not carried out, gaps from the plan identified based on consultation with the GFPs and other relevant stakeholders were included in the 11th FYP.

The government's continued commitment and effort to promote gender equality and women's empowerment in the 12th FYP is demonstrated with the inclusion of a separate National Key Results Area, "Gender Equality Promoted, Women and Girls Empowered" and specific key result areas. Furthermore, the National Gender Equality Policy (NGEP) which is envisaged to provide an overall policy direction for country's gender equality interventions has been finalized and submitted to the Cabinet for endorsement. As such, to achieve the key results area of the 12th FYP and ensure effective implementation of the NGEP, development of a National Plan of Action is necessary and timely. The action plan is envisioned to be a comprehensive plan that will consist of all relevant interventions identified based on the review of the NPAG (2008-2012), the 11th FYP documents and other relevant policies, action plans and programmes including the report to international bodies such as CEDAW and Beijing plus 15.

2. Purpose of consultancy:

The purpose of the consultancy is to review the National Plan of Action (2008-2013) including the review of the gender equality interventions in the 11th FYP and formulate a new National Plan of Action based on the review findings, the 12th FYP and the NGEP

Expected Outcome:

- A document that consist a review and analysis of the progress made in the implementation of the NPAG (2008-2013) and other gender equality interventions till date, including the gaps and opportunities



-
- A comprehensive National Plan of Action that consist of interventions to promote gender equality with tentative budget and implementing agencies identified for each of the interventions. The actions/interventions should be based on the review report, the key results areas in the 12th FYP and the NGEF.

3. Key Tasks:

1. Documentary research – desk review of all relevant documents including but not limited to the following should be carried out:
 - The National Plan of Action on Gender (2008-2013)
 - 11th FYP document
 - The Draft National Gender Equality Policy
 - Gender Equality Diagnostic Studies for the Selected Sectors
 - Gender Policy Note
 - Gender Assessment of the Selected Sectors – for Gender Responsive Planning and Budgeting (Ministry of Education, Ministry of Health, Ministry of Agriculture and Forest)
 - 8th and 9th Combined Report to the UN CEDAW Committee
 - Beijing Plus 15 review report
 - National Study on Prevalence of Violence Against Women and Girls, 2017
2. Conduct consultations with key stakeholders and facilitate workshops (at least two workshops)
3. Formulate the new National Plan of Action on Gender (based on the review and outcome of consultative meetings)

4. Expected Deliverables:

Under the supervision of the Chief Program Officer, Women Division and in close collaboration with the NCWC officials

Deliverable 1: Inception report containing desk review information (including the presentation)

Deliverable 2: Review Report of the NPAG (2008-2013) including interventions in the 11th FYP

Deliverable 3: A new Plan of Action on Gender.



5. Organization and Management:

The consultant will work under the supervision of the Chief Program Officer, Women Division, NCWC.

6. Qualifications or Specialized Knowledge/Experience Required:

The consultant is expected to have the following qualifications/specialized knowledge/experience required to complete the task.

- Advanced degree in a relevant field (such as development studies, gender and women studies, social sciences)
- Any relevant training on gender (Gender analysis and planning, policy making and developing action plan)
- At least five years of experience in relevant field
- Excellent verbal skills in Dzongkha and English and written communication skills in English
- Knowledge and experience of working on similar issues will be an asset.

Duration:

The consultant should complete the deliverable within 60 working days from the date of award of work.

Copyright

The copyright of the final product of the assignment shall remain with the National Commission for Women and Children, Thimphu, Bhutan.

Confidentiality of Information

The consultant must maintain confidentiality in all matters of official business of the organization. Unless otherwise authorized by the appropriate official of NCWC, the consultant shall not communicate any information that has not been made public and which has become known the consultant by reason of their association with the NCWC at anytime to the media or to any institution, person, Government or order authority external to NCWC,



The consultant may not use such information without the written authorization of NCWC nor shall the consultant use such information for private advantage. These obligations do not lapse upon the completion of this assignment. If the consultant should fail to abide by these rules, then necessary action shall be taken as per provisions in the relevant laws of the Kingdom.

Payment

The payment for the translation of document will be made on following time line:

SI No	Timeline	Percentage of payment
1.	Upon signing of contract agreement	10% of total amount
2.	Upon submission of the 1 st draft of review report	20% of total amount
3.	Upon submission of the 2 nd draft	20% of total amount
4.	Upon finalizing and submission of the final document	50% of total amount

Correspondence

Any correspondence related to this should be addressed to Ms. Kunzang Lhamu, Director; National Commission for Women and Children, PO. Box 556, Thimphu Bhutan.

E-mail: klhamu@ncwc.gov.bt

Telephone: +00975 – 2-334549 – During office hours

Application Process

Interested local consultancy firm/individual with valid license should submit technical and financial proposal.

1. The technical submission will contain the following information:
 - a. Detailed CV with information mentioned in point C
 - b. Suggested work plan & timeframe (including dates for submission of first draft, consultation meetings and final report).
2. The financial submission will describe the estimated cost for the consultancy in detail for each of the documents.



Annexure 2

TECHNICAL PROPOSAL

TO

Sir:

Subject: Hiring of Consultancy Service for _____

Regarding Technical Proposal

I/We _____ Consultant/Consultancy firm herewith enclose
 Technical Proposal for selection of my/our firm/organization as Consultant for
 _____.

Yours faithfully,

Signature
 Full Name _____
 Designation _____
 Address _____

(Authorized Representative)



-
-
1. Attach firm's profile (if it is not individual)
 2. Relevant services carried out in the last five years which best illustrate qualifications
 3. Approach and methodology if asked in the LOI Data Sheet
 4. Comments and suggestions on the ToR
 5. CVs of proposed personnel
 6. Valid trade license & CDB certificate (if not individual)

Format of Curriculum Vitae (CV) For Proposed Key Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **Nationality:** _____

Membership of Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half a page).

Education:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page).

Employment Record:

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three-quarters of a page).



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Making a difference



Languages:

(Indicate proficiency in speaking, reading and writing of each language by "excellent", "good", "fair", or "poor")

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself, my qualifications and my experience.

**Signature of Staff Member or
 authorized official from the firm**

Date: _____
Day/Month/Year

Please attach "Work Programme and Time Schedule for Key Personnel

**WORKPROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL
 MONTHS (in the form of bar chart)**

<u>S.</u> <u>No.</u>	<u>Name</u>	<u>Position</u>	1	2	3	4	5	6	7	8	<u>Number</u> <u>of</u> <u>Months</u>
1											
2											
3											
4											



Annexure - 3

FORMATS OF FINANCIAL PROPOSAL
FORM FIN 1 FINANCIAL PROPOSALS

TO

Sir:

Subject: Hiring of Consultants' Services for _____

Regarding Price Proposal

I/We _____ Consultant/consultancy firm herewith enclose Price Proposal for selection of my/our firm/organization Consultant for _____

I, the undersigned, hereby declare to the best of my knowledge and belief, this information is true and correct.

Yours faithfully,

Signature _____

Full Name _____



Designation _____

Address _____

(Authorized Representative)

SCHEDULE OF SUMMARY PRICE PROPOSAL

FORM FIN-2 SUMMARY OF COSTS

Item	
Total Costs of Financial Proposal	

FORM FIN-3 BREAKDOWN of Costs by Activity

Group of Activities (Phase)	
Remuneration	
Reimbursable Expenses	Nil
Subtotals	

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

N°	Description	Unit	Unit Cost	Quantity	Amount
1	Per diem allowances	Day			
2	Miscellaneous travel expenses	Trip			
3	Communication costs between [Insert place] and [Insert place]				
4	Drafting, reproduction of reports				



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5	Equipment, instruments, materials, supplies, etc.				
6	Use of computers, software				
7	Local transportation costs				
8	Office rent, clerical assistance				
9	Training of the Procuring Agency's personnel				

(Modify as appropriate)



Annexure 4

Date:

To

1. The National Commission for Women and Children (hereinafter to refer to as the “Client”) invites you to submit a combined technical and financial proposal to provide the following consulting services :
 - i) ***Consultancy to Review and formulate the National Plan of Action on Gender***
2. Please submit your technical and financial proposals in accordance with the attached forms. Your proposals will be subject to negotiation between your authorized representative and the Client and may result in a contract. A draft contract is also attached.
3. Your technical and financial proposals should be submitted at the following address, not later than **15th June at or before 1 PM**). The technical and financial proposal shall each bear a weightage of **70:30** for the purpose of evaluating this proposal.
4. Please confirm receipt of this invitation and that you will/will not submit the proposals as requested

Sincerely



Annexure 5

Sample Contract for Simple Consulting Services Small Assignments Time-Based Payments

CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the reports listed in Terms of Reference, within the time periods listed in such Annexures, and the personnel listed in Annexure 2, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

2. **Term** The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. **Payment** A. Ceiling

For Services rendered pursuant to ToR, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in



sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent¹ (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annexure 3, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”

C. Reimbursable

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed.
- (ii) such other expenses as approved in advance by the Client.²

D. Payment Conditions

Payment shall be made in [specify currency] not later than 30 days following submission of invoices in duplicate to the client.

4. Project Administration

A. Coordinator

The Client designates Mr./Ms. [insert name] as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document

¹ Select the applicable rate and delete the others.

² Specific expenses can be added as an item (iii) in paragraph 3.C.



used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of [insert government], and the language of the Contract shall be [insert language].



12. Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Kingdom of Bhutan.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____



LIST OF ANNEXES

- Annexure 1: Letter of invitation
- Annexure 2: Formats for Technical Proposal
- Annexure 3: Formats for Financial Proposal
- Annexure 4: Request for Proposal (RFP)
- Annexure 5: Sample Contract