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

####

#### Annexure 1





 *Making a difference*

Ref: No. 3(2) NCWC/2015-2016/ July 27, 2015

**Development of Standard Operating Procedures on Case Management and Referral System for Women and Children in Difficult Circumstances**

Project ID No. UN One Programme, Outcome 3. Gender Outcome Group.

**Letter of Invitation**

The National Commission for Women and Children (NCWC) has budget provision from the UNICEF and UNDP and intends to apply part or whole of the proceeds for the procurement of Development of Standard Operating Procedures on Case Management and Referral System for Women and Children in Difficult Circumstances under the project titled UN Support to Gender Equality, Empowerment and Protection of Women and Children. The services include development of the Standard Operating Procedures on Case Management and Referral System for Women and Children in Difficult Circumstances, and the timeframe for completion of the work is 45 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 August 4, 2015. Before 10 a.m.(BST)

National Commission for Women and Children

Attn: Phintsho Choeden, Director General

PO Box 556, Thimphu Bhutan

Tel: 00975 02 334549*/334551*

Fax: 00975 02 334709

E-mail: pchoeden@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 development of the Standard Operating Procedures on Case Management and Referral System for Women and Children in Difficult Circumstances 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 first hand 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 [[1]](#footnote-1)for 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.

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 accept the electronic submission of bids (Technical and Financial Proposals) under the following conditions:

* Should submit the bids in PDF format and copied to the following officials: 1. Director General Phintsho Choeden (pchoeden@ncwc.gov.bt), 2. CPO Children Division, Chhoeki Penjor (cpenjor@ncwc.gov.bt), 3. Offtg. CPO, Women Division, Sonam Penjor (spenjor@ncwc.gov.bt) and 4. AFD Head, Tshewang Rinchen (tshewangr@ncwc.gov.bt).
* The bids should be accompanied by an electronic signature.
* Following the evaluation of Technical Proposals, invitations for submitting Financial Proposals will only be sent to those bidders who have secured a minimum of 60% in their Technical Proposals.
* However, If proposal are being submitted in hard copies, the Technical and Financial proposals may be submitted together on the same day but in two separate sealed envelopes.

**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 x 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 x T% + Sf x 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: Development of Standard Operating Procedures on Case Management and Referral System for Women and Children in Difficult Circumstances.

 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 to develop Standard Operating Procedures on Case Management and Referral System for Women and Children in Difficult Circumstances. The SOP will guide both government and non-governmental organizations in the management of cases related to children and women in difficult circumstances. 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 *lump sum*

1.4 Pre-Proposal Conference: No

1.5 The Client shall provide the following inputs: A copy of the CCPA, DVPA, CAA for reference and outline of task to be carried out by the Consultancy firm. From time to time, officers from the Children and 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:

* **Technical proposal August 4, 2015 before 12 PM Bhutan Standard Time (BST)**
* **Financial proposal August 11, 2015 before 12 PM BST**

4.4 Validity period (days, date):  **45 days**

 The location is: National Commission for Women and Children, Above Memorial Chorten, Thimphu, Bhutan

5.1 The points given to evaluation criteria are:

 POINTS

 (i) The consultants' relevant experience for the assignment  **10**

 (ii) The quality of methodology proposed  **30**

 (iii) The qualifications of the key staff proposed (refer details below)  **60**

 **Total: 100**

 =================

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

 POINTS

 General Qualifications (Team Leader) **25**

Relevant experience **20**

 General Qualification (Team Members) **10**

 Relevant experience **10**

 Adequacy for the Project **35**

 \_\_\_\_

 **Total: 100**

 **====**

 The technical proposal should score at least 60 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): August 14, 2015, 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 or soft copies, 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 60 % in their Technical Proposal.

Attachments:

1. TORs

2. Annexures

4. Draft Form of Contract

 **TERMS OF REFERENCE**

1. **Background**

The primary legal and policy framework for the protection of women and children in Bhutan has been enshrined in the Child Care and Protection Act 2011 (CCPA) and Domestic Violence Prevention Act 2013 (DVPA), and is complemented by provisions in the Penal Code of Bhutan 2004 and its amendment in 2011, the Civil and Criminal Procedure Code 2001 and its amendment in 2011, Marriage Act of Bhutan 1980, Labour and Employment Act 2007, the Royal Bhutan Police Act 2009, and above all the Constitution of the Kingdom of Bhutan. While the CCPA provides a legal framework for protection of children in difficult circumstance and child victims, the DVPA provides the basis for the protection of victims of domestic violence, recognising women as primary victims of violence. The three Rules and Regulations for the CCPA, Child Adoption Act 2012 (CAA) and the DVPA 2013, endorsed by the Commission for the National Commission for Women and Children in 2014 also provide the basis for the implementation of the three legislations, and provisions under other national legislations for the protection of women and children.

The Mapping and Assessment of the Child Protection System in Bhutan 2012 provides an in-depth analysis of the status of child protection in Bhutan. The report clearly outlines issues, challenges and gaps in child protection as well as recommendations for the way forward if Bhutan is to ensure the establishment of a comprehensive and systematic child protection system. Informed by the mapping and assessment process, the National Plan of Action on Child Protection, clearly outlines activities that can be undertaken to ensure the creation of an environment conducive for the positive development and growth of all children. Similarly the National Plan of Action for Gender (2008-2013) and the 11thFive Year Plan (FYP) identifies Violence against Women as one of the primary impediments to gender equality in Bhutan. Further, the Violence against Women Study in 2012 and the National Health Survey, 2012 also explore gaps and challenges to addressing Violence against Women in Bhutan.

While there exists a strong legal framework on child protection particularly through the CCPA 2011 and its Rules and Regulations, it is central to the establishment of a systematic child protection system that the legal provisions be translated into practice. Furthermore, the Royal Government of Bhutan with the realisation that more specific parameters to guide the provision of care and protection for children in difficult circumstances is required, is now looking at drafting the standard operating procedures for the management and referral of cases related women and children in difficult circumstances[[2]](#footnote-2).

1. **Objective of Consultancy**

 The main objective of this consultancy will be to develop the Standard Operating Procedures on Case Management and Referral for Women and Children in Difficult Circumstances that will guide both government and non-governmental organisations in the management of cases related to children and women in difficult circumstances. The SOP should be established within the framework of existing legislation and Rules and Regulations thereof, thereby streamlining implementation of the laws and policies in the country that will be mentioned in the following paragraphs.

1. **Work Assignment**
2. Desk Review of relevant documents including but not limited to:-
* Child Care and Protection Act 2011 and the Rules and Regulations;
* Child Adoption Act 2012 and the Rules and Regulations;
* Domestic Violence Prevention Act 2013 and the Rules and Regulations;
* Penal Code of Bhutan 2004 and its amendment in 2011;
* Mapping and Assessment of Child Protection in Bhutan and the National Plan of Action for Child Protection;
* Violence Against Women research, 2012;
* Violence against Children (phases I and II);
* Other relevant national legislations, policies and documents; and
* International documents and reports related to the protection of women and children.
* Legal Aid Symposium Report
* National Plan of Action for Gender (NPAG 2008-2013)
1. Review existing case management procedures and referral guidelines related to protection of women and child victims/children in difficult circumstances, used by the government agencies and Civil Society Organizations working with women and children.
2. Conduct meetings with relevant partners and facilitate stakeholder consultation towards common understanding for procedure for case management and referral mechanism.
3. Develop draft Standard Operating Procedures for case management procedures and referral mechanism.
4. Facilitate stakeholder consultations to present draft SOPs and case management and referral system.
5. Finalize the Standard Operating Procedure and case management and referral system based on the feedback received and endorsed by the Reference Group.

**Note:** *It is imperative that extensive research on child protection issues and at the global level be carried out, reviewing best practices and examples of child protection systems internationally, which can then be incorporated into the SOP if found relevant in the Bhutanese context. Similar research has to be carried out for women in difficult circumstances (including violence against women).*

1. **Deliverables**

The final deliverable of this consultancy will be a comprehensive final draft of the Standard Operating Procedures on the Case Management and Referral System of Women and Child in Difficult Circumstances. This shall be submitted as follows:

1. 3 hard copies; and
2. 1 soft copy in CD.

A bibliography of all the documents referred to shall also be submitted to the NCWC along with soft copies of these documents in a CD.

1. **Qualifications or Specialised Knowledge/Experience Required:**

The consultant should possess:

1. Minimum of Post Graduate Degree in a relevant field (such as social sciences, social work, psychology, gender, child rights)
2. Sound understanding of protection issues related to women and children, including knowledge related to legislation, service provision, and knowledge of global/regional good practices;
3. Demonstrated knowledge of and experience in developing referral guidelines, manuals and reviewing policies on women and children.
4. At least 5 years of experience in relevant field
5. Relevant training on gender/child protection
6. Excellent verbal and written communication skills
7. **Duration of the Assignment:**

The assignment should be completed within **45 days** from the date of signing the contract agreement.

1. **Payment Schedule**

|  |  |  |  |
| --- | --- | --- | --- |
| **Due Date** | **End Results/Outputs** | **Amount** | **Remarks** |
| 18/08/2015 | Contract Signed | Up to 25% of contract amount. | An advance and should be secured against by a Bank Guarantee issued by Bank/ Financial Institutions in Bhutan. The advance deductible in two equal installments from the first and final bills.  |
| 18/09/2015 | First draft of the Report prepared and consultation with stakeholders carried out | 50% | Upon submission of written claims. |
| 30/09/2015 | Feedbacks of the stakeholders incorporated and report finalized and approved by NCWC | 50% | Upon submission of written claims. |

1. **Copy Right:**

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

1. **Confidentiality of Information:**

The consultant is required to exercise the utmost discretion in all matters of official business of the organization. Unless otherwise authorized by the appropriate official in the office concerned, the consultant shall not communicate at anytime to the media or to any institution, person, Government or another authority external to the NCWC any information that has not been made public and which has become known to them by reason of their association with the NCWC. The consultant is also to maintain utmost discretion on any information garnered in the process of drafting the report that has not been made public by the NCWC or any stakeholder that the consultant has come in contact with.

The consultant may not use such information without the written authorization of the NCWC nor shall the consultant use such information for private advantage. These obligations do not lapse upon the completion of this assignment.

1. **Correspondence**

Any correspondence related to this should be addressed to:

Ms. Phintsho Choeden

Director General

NCWC

PO Box 556

Thimphu 11001, Bhutan.

E-mail: pchoeden@ncwc.gov.bt

Telephone: +00975 – 2-334549 (office hours only: 9:00 am – 5:00 pm)

**Annex - 2**

 **FORMATS FOR TECHNICAL PROPOSAL**

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).

**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.

  **Date:\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Staff Member or Day/Month/Year**

**authorized official from the firm**

Please attach “Work Programme and Time Schedule for Key Personnel

WORKPROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

MONTHS (in the form of bar chart)

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| S. No. | Name | Position | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | Number of Months |
| 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 |  |  |  |  |
| 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





*Making a difference*

 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: Development of Standard Operating Procedures on Case Management and Referral System for Women and Children in Difficult Circumstances**.** More details of the services are provided in the attached Terms of Reference.
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 August 4, 2015 and August 11, 2015 respectively before 10 a.m.(BST). 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

 **(Chhoeki Penjor)**

Dy. Chief Program Officer

#### 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 spent[[3]](#footnote-3)1(**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. Reimbursables 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.[[4]](#footnote-4)2D. 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 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

1. This will apply only for fixed budget selection method [↑](#footnote-ref-1)
2. *For the sake of convenience* ***children in difficult circumstances*** *in the Standard Operating Procedures will include children in conflict with the law* [↑](#footnote-ref-2)
3. 1 Select the applicable rate and delete the others. [↑](#footnote-ref-3)
4. 2 Specific expenses can be added as an item (iii) in paragraph 3.C. [↑](#footnote-ref-4)