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 Intérêts
MoF Ministry of Finance
IC Individual Consultant

PPPD Public Procurement Policy Division SRFP Standard Request for Proposals

TOR Terms of Reference



THOUGH COMMISSION FOR WOMEN AND CHILDREN NATIONAL COMMISSION FOR WOMEN AND CHILDREN



Making a difference

Ref: No. NCWC/PRO-11/2017-2018/

October 11, 2017

Hiring of Consultancy Service to establish Toll Free Help Line.

Letter of Invitation

The National Commission for Women and Children (NCWC) has budget provision from the Save the Children and intends to apply part or whole of the proceeds for the procurement of <u>Hiring of Consultancy Service to establish Toll Free Help line</u> under Save the Children funding. The services include Hiring of Consultancy Service as a package for establishment of Toll Free Help line at NCWC office and the timeframe for completion of the work is 45 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 or 334549.

Proposal must be delivered to the address below by 2nd November, 2017. Before 2 p.m. (BST)

National Commission for Women and Children

Attn: Kunzang Lhamu, Director PO Box 556, Thimphu Bhutan Tel: 00975 02 334549/334553

Fax: 00975 02 334709

E-mail: <u>klhamu@ncwc.gov.bt</u>
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 <u>establishment of Toll Free Help Line at NCWC office</u> 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:
 - 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 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.

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¹ This will apply only for fixed budget selection method

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 any 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).
- 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>Hiring of Consultancy Service to establish Toll Free Help Line.</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>Hiring of Consultancy Service to establish</u>

 Toll Free Help Line. 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 Documents are: (TORs, Contract, Appendices etc.)
- 1.6. 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 2nd November, 2017before 2 PM Bhutan Standard Time (BST)
 - Financial 2nd November, 2017 before 2 PM BST 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): 45 working days

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

5.1 The points given to evaluation criteria are:

1		<u>POINTS</u>
(i)	The consultants' relevant experience for the assignment	30
(ii)	The quality of methodology proposed	60
(iii)	The qualifications of the key staff proposed (refer details below)	10
	Total:	100

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

	<u>POINTS</u>
General Qualifications	10
Team formation	10
Experience of Staffs	15
Adequacy for the Project	25
Certifications	5

Total: 60

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): 7 Nov, 2017, 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 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 70 % in their Technical Proposal.

Attachments:

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

Terms of Reference for

Set-up, Operationalization & Management of Helpline Center at NCWC, Thimphu.

1. BACKGROUND INFORMATION

- 1.1. Having placed women and children at the center of its development approach, the Royal Government of Bhutan (RGoB) has made tremendous investment in promoting the welfare of in Bhutan. Article 9.17 and 18 of the Constitution of the Kingdom of Bhutan 2008 reaffirms the state's duties "to take appropriate measures to eliminate all forms of discrimination and exploitation against women including trafficking, prostitution, abuse, violence, harassment and intimidation at workplace in both public and private space" and "to take appropriate measures to ensure that children are protected against all forms of discrimination and exploitation including trafficking, prostitution, abuse, violence, degrading treatment and economic exploitation". Further, Article 3 states "the state shall endeavour to create a civil society free of oppression, discrimination and violence, based on the rule of law, protection of human rights and dignity, and to ensure the fundamental rights and freedom of the people."
- 1.2. The RGoB ratified the Convention on Elimination of All Forms of Discrimination Against Women (CEDAW) in 1981 and established various institutional mechanisms for the promotion and protection of rights of women in the country including the setting up of Women and Child Protection Units/Desk. Further, the RGoB in 1990 also ratified the Convention of the Rights of Children (CRC) and thereafter the two Optional Protocols to the CRC on the Involvement of Children in Armed Conflict and Sale of Children, Child Prostitution and Child Pornography in 2009. Following this the government again showed its firm commitment to protect children and to implement the CRC by aligning national legislations to related articles in the Convention. The enactment of the Child Care Protection Act of Bhutan 2011 (CCPA), the Child Adoption Act of Bhutan 2012 (CAA) and the Domestic Violence Prevention Act (2013) in addition to the rules and regulations for these legislations that came into effect on January 1, 2015 were major achievements in laying the legal framework in addressing the rights of women and children.
- 1.3. The National Plan of Action for Child Protection was developed to institute a strong and efficient child protection system in Bhutan to effectively prevent and respond to violence, abuse, neglect and exploitation against children and ensure that "all children have access to systematic, appropriate and efficient protective services." The lack of confidential helpline for children or other confidential services through which children can seek help and advice was identified as a gap in institutionalizing protective services for children
- 1.4. The Committee on the Rights on the Child highlighted the need to establish specific mechanism for monitoring the child rights that is able to receive, investigate and address complaints regarding violation rights of the child. Further, the Committee also recommended making the toll free helpline operational and promote awareness among all children at the national level on its existence and purpose.
- 1.5. The Bhutan Multiple Indicator Survey (BMIS) 2010 found that approximately 30 per cent of girls married before the age of 18 years. The Violence Against Children (VAC) Study 2016 and Violence Against Women Study 2012, also indicate that women and children in Bhutan face a wide range of protection issues, particularly violence. This violation of rights

- of women and children has been taking place despite the existence of a strong legal framework and the growing number of organizations within the government and non-government sectors working towards preventing and responding to women and child protection issues.
- 1.6. To ensure that women and children are provided with adequate care and protection, the NCWC as the lead government organisation to protect and promote the rights of women and children in Bhutan plans to establish a national toll-free helpline. The toll free helpline would form an integral part of the women and child protection system, enabling women and children to access telephonic services from any place at any given time, and if necessary follow up services from relevant stakeholders RBP, NCWC, RENEW, DYS and other relevant stakeholders as required.
- 1.7. The helpline will function as a 24 hours helpline services, accessible to any child or adult from any place at any given time. A team of trained operator and counsellor will be on call 24 hours a day, seven days a week to respond to any contact made by women and children. For any specific needs that the helpline is not equipped to address, the women and children would be referred to the appropriate services providers within the protection system for short-term or long-term services for the rehabilitation, repatriation or reintegration.

2. Objectives:

- 2.1. To provide efficient and effective services to protect the rights of women and children in line with national, regional and international legislations on women and children
- 2.2. Provide 24 hours outreach services to women and children in need of care and protection by responding to emergencies, providing legal assistance and linking them to long term services for rescue, rehabilitation, repatriation and reintegration;
- 2.3. Provide a platform for network amongst relevant organizations to link support program which facilitate the rehabilitation, repatriation and reintegration of children in needs of care and protection.
- 2.4. To generate evidence-based information for support, interventions by various stakeholders, research, decision-making by improving access to quality data and enable efficient and reliable information sharing among relevant stakeholder
- 2.5. To reach out to women and children through outreach activities and create awareness among women, children and General Public to encourage them to use the 1098 when in distress and to report women and children in need of care and protection to streamline data collection, data entry and data reporting for NCWC and its stakeholders.

3. Terminology

Sl.No	Abbreviations/Term	Full form/meaning
1	NCWC	National Commission for Women and Children
2	BPO	Business Process Outsource
3	IVRS	Interactive Voice Response System
4	Service Provider	Contact Center solution service provider OR Business Process
		Outsource (BPO)
5	MRC	Monthly Recurring Charges.
6	CCA	Contact Center Agents
7	CRM	Customer Relationship Management
8	RENEW	Respect Educate Nurture and Empower Women
9		

4. Contact center services.

The contact center will provide services like:

4.1. Interventions

- a. *collaborative assistance:* In collaboration with other agencies contact center will refer the call to aid the Child for Medical, Shelter, protection from abuse, repatriation, missing person, domestic violence, gender based violence, Women and Children in conflict with the law.
- b. *On phone:* Emotional support and guidance, information and referral to services for the caller, information about contact centre, documenting calls, networking nationally to evolve comprehensive Women and Child protection strategy.
- c. After the emergency needs of the women and children have been addressed, women and child is referred for Rehabilitation, Reintegration and Constant follow up.

5. Technical Terms and conditions

The "Solution provider" is expected to provide the following services under the scope of work for Setting-up, Operationalization & Management of the Call Center services for NCWC with details as follows:

- 5.1. The proposed Toll Free Helpline Center equipment will be operated from the Service provider's premise. However, agents will be operating from NCWC office premise as call taker agents, counselors and supervisor with work stations that include a computer for each agent, a telephone set/headset connected to a computer, and with at least one supervisor stations.
- 5.2. The selected service provider is required to provide the specifications for workstations and other required accessories in the technical proposal. NCWC shall procure the workstations and other accessories based on the specifications provided. Any omissions in the specifications should be provided by the service provider.
- 5.3. The Toll Free Helpline Center solution (Application) provided by the solution provider should be integrated with NCWC's existing CMIS (Central Management Information System) which will act as the call centre's CRM (Customer Relationship Management) system. During incoming call the solution should provide pop up screen that will provide information like incoming call number, call date and time with fields to capture complaint information. Upon submission, the information should be inserted in the CMIS database.
- 5.4. All the reports related to calls should be accessible to NCWC through web based system without having to seek access to the service providers for reports. Option to export reports in PDF, MS Word and MS Excel should be provided. Options for graphical reports should be available for statistical reports.
- 5.5. Access to voice recordings should be provided in a web based interface with details like the incoming call number, and date and time of call. Authorized users should have required privileges to download the recording and the system should maintain adequate audit trails of such accesses.
- 5.6. Solution provider shall submit the entire proposed blueprint (including floor plans, seating, civil/electrical work needed etc.) to NCWC for making the arrangement.
- 5.7. The Solution provider shall recommend specifications for procuring power backups with adequate power back to last for min two hours for NCWC contact Center.
- 5.8. Study the current business processes and functions pertaining to the business to better understand the flow and requirements of the client.
- 5.9. Study and understand the network architecture of NCWC and propose appropriate call centre solution accordingly. While installing and configuring, the solution provider shall inform ICT officer of NCWC if they make any changes. If need, contact ICTO of NCWC regarding existing network setup and ICT infrastructure of NCWC. Comprehensive System administration and maintenance manuals should be provided along with system user manual.

- 5.10. The Solution provider should configure the system for NCWC for diverting unnecessary/ prank calls to announcements & Advocacy program.
- 5.11. To start with NCWC shall have 2 agents, 2 councilors, 1 supervisor to operate the call center. However, number of agents will increase depending on the need. Service provider is required to provide pricing details in case there is need to add more users (agents, councilors, supervisors).
- 5.12. In case of failure in voice server the Service Provider is responsible for diverting the hotline number to the given mobile number until the issue has been resolved. A mobile number shall be provided to the Service Provider by NCWC.

6. Operational Scope

- 6.1. The Service Provider shall provide the number of agents based on NCWC's requirement. Request to quote for 2 agents, 2 councilors and 1 supervisor.
- 6.2. The subscription fee for the additional agent(s) shall be as per the quoted rate.
- 6.3. The NCWC Toll Free Helpline Center shouldn't be impacted at any cost due to issues related to the management or any other organizational restructuring.
- 6.4. The quote should inclusive of all the cost for operation of Toll Free Helpline Center for two (2) years.
- 6.5. Solution provider shall have all technical servers in their premises and NCWC shall pay only the Monthly Rental Charges.
- 6.6. The contact center should have a provision to extend to similar regional toll free services in future.
- 6.7. Proper Handing taking must be made to NCWC along with warranty certificates and user manuals.
- 6.8. The service provider shall render any support while shifting toll free setup to new office space if NCWC desire to shift it office location.
- 6.9. Service Provider shall recommend value added features which would enhance the NCWC Toll Free Helpline Center. Indicate the cost of value added features as optional quote which may be considered in the contract.

7. Call Centre Application Software Solution & Integration with NCWC's CMIS

- 7.1. As part of the establishment of the Toll Free Helpline Center, the voice application solution provided should be customizable as per NCWC's requirement and integrate it with NCWC's Central Management Information System(CMIS). This includes in the following features/options:
 - 7.1.1. Automatic Call Distribution and call queue management
 - 7.1.2. Call forwarding/Transfer
 - 7.1.3. Call pickup and Hang-up
 - 7.1.4. Call Hold
 - 7.1.5. Integration with other In-House Systems
 - 7.1.6. Call Recording
 - 7.1.7. SMS/email/Voice messages
 - 7.1.8. Ability to manage prank calls through call diversion or any other option
 - 7.1.9. Outbound Campaign Management using recorded messages, advertisements, etc.
 - 7.1.10. Voice mail and SMS should be incorporated in the system so that the caller can leave voice mail or send SMS in case all lines are busy.
 - 7.1.11. Voice and Call log shall be part of the system
 - 7.1.12. Incorporate user friendly and easy reporting system
 - 7.1.13. GUI based configuration interface
 - 7.1.14. Instant messaging ability between agents and councilors
 - 7.1.15. Call barging and real time call monitoring
 - 7.1.16. Call conferencing
 - 7.1.17. Shall be scalable as per need basis
 - 7.1.18. Report generation

Suitable reporting software should be available in the Toll Free Helpline Center solution, as part of the above mentioned applications, should have provision to generate standard report formats for monitoring the performance of agents, ACD etc. Solution provider shall provide a portal for sharing reports so that the designated officials are able to generate reports at purchaser's end. The key characteristics of the reports shall include:

- (a) The reports should be in flexible report formats, in xls, txt or any other user-friendly structure including graphics depending on the request of the Purchaser from time to time
- (b) Reports should also be available in web-enabled format & should be configurable to be mailed to a defined mailing list at defined interval/period.

7.1.19. Voice logger:

There should be provision of Pre-integrated Active Voice Logging, 100% Blind Recording, Multi-format Voice Recording, Automatic Compression and Archiving and **Web-based Remote Access to Voice Logs**. Facility for quick and easy retrieval of Voice file according to the calls made.

7.1.20. Reporting module:

It should have the provision of Generation of NCWC-oriented comprehensive reports at Agent, Campaign, System and Resource levels, Real-time and Historical Data Analysis and Automatic Maintenance and Backup Management.

7.1.21. Voice recording and storage:

and time range as and when required.

Voice recordings should be stored in service provider's server for 5 years. After 5 years, service provider is required to provide the data to NCWC and archive preferably automatic. NCWC should be provided with detailed manual on data recovery from the archival. Further, there should be a provision for obtaining backup voice recordings in user defined date

7.Training

- 7.1. Service Provider shall provide a comprehensive training to ICT officials and AFD staff of NCWC with regard to operation and maintenance of Toll Free Helpline Center
- 7.2. Service provider shall train end users (Agents, Councilors, Supervisors, Project Manager) on how to use and handle calls and Toll Free Helpline center technology.

8. Audit Trail and Time Series Data

- 8.1. The system shall have audit trail features which will inform when and who has created or modified the data. The system should also be able to capture and preserve time series data so that certain information is not lost with passage of time. The system should also have a feature that ensures the regular update of stored information.
- 8.2. The system shall maintain time series data so that information is not lost with passage of time and repeated updating.
- 8.3. The system shall capture date/ time stamp and user account on all transactions.
- 9. Minimum team composition of the solution provider
 - 9.1. Project Manager
 - 9.2. Voice engineer
 - 9.3. System Integration Developer
 - 9.4. Network Engineer

10. Timely Completion

10.1. The entire work of this project and testing shall be completed within 45 **Days** from the date of receipt of letter of award of work.

11. Confidentiality

11.1. NCWC and the Service Provider shall sign a Non- Disclosure Agreement that protects the privacy rights of the caller. Offences against the right to privacy shall be dealt accordingly as per the Penal code (Amendment) Act of Bhutan, 2011. (As an annexNon- Disclosure Agreement)

12. Security

12.1. The system shall be secure to protect sensitive information and data from unauthorized access. The Service Provider shall have suitable security components required in the system. **The technical proposal should provide details on security.**

13. Data ownership

13.1. NCWC will be the sole owner of the data recorded in the Toll Free Helpline Center Solution. Service providers can share the data only upon written instruction from NCWC. Any leakage of data without written instruction from NCWC will be considered as Breach of Trust and will be dealt as per the Laws of Bhutan.

14. Dependency Platforms

14.1. Bidders are required to include any software platforms like IP Phones, etc. required to set up the Toll Free Helpline Center. The cost proposal should include the cost associated with the dependency platforms (if any)

15. Deliverables

- 15.1. All the training materials
- 15.2. User manuals
- 15.3. Any other relevant documents, supporting software, etc.
- 15.4. Completion Certificate

a) Annexure VIII– NON DISCLOSURE AGREEMENT

This agreement is entered into this day of (hereinafter "Recipient"), with offices at , with offices at	, 20, hereinafte	by and between, and r "Discloser").
WHEREAS Discloser possesses certain ideas and information relatin	g to	that is
confidential and proprietary to the Discloser (hereinafter "Confidential	al Informatio	on"); and WHEREAS
the Recipient is willing to receive disclosure of the Confidential Infor	mation purs	uant to the terms of
this agreement for the purpose of; NOW	THEREFO	RE, in consideration
for the mutual undertakings of the Discloser and the Recipient under	this agreeme	ent, the parties agree
to the below terms as follows:		
1. <u>Disclosure</u> . The Discloser agrees to disclose, and the Receiver ag Information.	rees to recei	ve the Confidential
2. Confidentiality.		
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- 2.1 No Use. The Recipient agrees not to use the Confidential Information in any way or manufacture or test any product embodying Confidential Information, except for the purpose authorized by the Discloser
- 2.2 No Disclosure. The Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Recipient's employees that have a need for disclosure in connection with the Recipient's authorized use of the Confidential Information.
- 2.3 Protection of Secrecy. The Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
- 3. <u>Limits on Confidential Information</u>. Confidential Information shall not be deemed proprietary, and the Recipient shall have no obligation with respect to such information where the information:
- (a) Was known to the Recipient prior to receiving any of the Confidential Information from the Discloser;
- (b) Has become publicly known through no wrongful act of the Recipient;
- (c) Was received by the Recipient without breach of this agreement from a third party without restriction as to the use and disclosure of the information;
- (d) Was independently developed by the Recipient without use of the Confidential Information; or

- (e) Was ordered to be publicly released by the requirement of a government agency.
- 4. Ownership of Confidential Information. The Recipient agrees that all Confidential Information shall remain the property of Discloser and that the Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying to the Recipient any transfer of rights, any patents, or any other intellectual property pertaining to the Confidential Information.
- 5. <u>Term and Termination</u>. The obligations of this agreement shall be continuing until the Confidential Information disclosed to the Recipient is no longer confidential.
- 6. <u>Survival of Rights and Obligations</u>. This agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) the Discloser, its successors and assignees; and (b) the Recipient, its successors and assignees.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

Discloser (Name of the Discloser)	Recipient (Name of the Recipient)				
Signed .	Signed .				
Print Name .	Print Name .				
<u>Title</u> .					
Date .	Date .				

Existing network system at NCWC.

Annexure 2

TECHNICAL PROPOSAL

ТО		
Sir:		
		Service for
Rega	arding Technical Proposal	
I/Weselection of i	my/our firm/organization as	Consultant/Consultancy firm herewith enclose Technical Proposal for s Consultant for
Yours faithfu	ully,	
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

Nationality:
l Societies:

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe <u>degree</u> <u>of responsibility held</u> 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 <u>last ten years</u>, 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)

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

FORMATS OF FINANCIAL PROPOSAL

FORM FIN 1 FINANCIAL PROPOSALS

ТО	
Sir:	
-	Hiring of Consultants' Services for
	rice Proposal
I/We	Consultant/consultancy firm herewith enclose Price Proposal for
selection of	my/our firm/organization Consultant for
I, the unders	igned, hereby declare to the best of my knowledge and belief, this information is true and correct.
Yours faithf	ully,
Signature	
Full Name _	
Designation	
Address	
(Authorized	Representative)

SCHEDULE OF SUMMARY PRICE PROPOSAL

FORM FIN-2 SUMMARY OF COSTS

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



ফ্রীনান্ত্রের প্রমান্তর প্রমান্তর



NATIONAL COMMISSION FOR WOMEN AND CHILDREN

Making a difference

То		Date:
	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,
		Establisment of Toll Free Helpline in NCWC office.
	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 Nov 2nd 2017 before 2 p.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

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

-

Select the applicable rate and delete the others.

and specified in Annexure 3, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. <u>Reimbursables</u>

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. <u>Payment Conditions</u>

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

4. Project Administratio

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

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

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 CONCLUTANT

FOR THE CLIENT	FOR THE CONSULTANT
Signed by	Signed by
Title:	Title:

LIST OF ANNEXES

Annexure 1: Terms of Reference

COD THE CHIENT

Annexure 2: Formats for Technical Proposal

Annexure 3: Formats for Financial Proposal

Annexure 4: Request for Proposal (RFP)

Annexure 5: Sample Contract