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CIVIL SOCIETY ORGANIZATIONS AUTHORITY  
THIMPHU BHUTAN



## REQUEST FOR PROPOSAL



**Title of the Consultancy Services:**

***“Review of Regulatory Framework Governing Civil  
Society Organizations in Bhutan”***

**Procuring Agency:**

***Civil Society Organizations Authority (CSOA)***

**January 2017**

P.O Box 317, Below YHS School, Thimphu, Bhutan **PABX:** +975-2-324954,  
Tel. + 975-2-324873(Member Secretary) Fax No. 339217 **Website:** [www.csoa.org.bt](http://www.csoa.org.bt)  
Email ID: csoauthority2010@gmail.com



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CSOA/Program/31/2016-2017/

13/01/2017

## **Letter of Invitation**

The Civil Society Organizations Authority (CSOA) has budget provision from the Helvetas Swiss Interco operation and intends to apply part or whole of the proceeds for the consultancy services on the “Review of regulatory framework governing Civil Society Organizations in Bhutan” under the project titled Support to the Civil Society Sector in Bhutan.

The CSO Authority now invites eligible Legal Consultancy Firms to indicate their interest in providing the services. Interested Legal Consultancy Firms 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.

The proposal shall be submitted to the address below latest by 12:00 noon (BST) on or before 6<sup>th</sup> February 2017. The Proposals will be opened by 2:00 pm (BST) on the same day.

**Member Secretary**  
**Civil Society Organizations Authority**  
**Thimphu**  
**Tel: 00975-02 32 49 54**  
**Fax: 00975-02 33 92 17**  
**PO Box 317**



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1. **INTRODUCTION**

- 1.1 Firms/individuals are hereby invited to submit a technical and financial proposal for consulting services required for the Assignment named 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 Client named in the Data Sheet.
- 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.

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**3. PREPARATION OF PROPOSAL**

3.1 Firms/individuals are requested to submit a technical and a financial proposal. 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 <sup>1</sup>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;

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<sup>1</sup> This will apply only for fixed budget selection method



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- 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. Curricula 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 may 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 will be sealed in an outer envelope which will bear the address and information indicated in the Data Sheet.

4.2 The completed technical and financial proposal must be delivered on or before the time and date stated in the Data Sheet.



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- 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 consultant shall submit a complete Technical proposal and the financial proposal. The technical and financial proposal shall be submitted separately. The proposal shall be submitted to the Procuring Agency in **hard copy**.

**5. PROPOSAL EVALUATION**

- 5.1 A two-stage procedure will be adopted in evaluating the proposals and short listing of at least 3 firms for interview & final selection:
- A technical evaluation, which will be carried out prior to opening any financial proposal;
  - 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 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”  $S = St \times T\% + Sf \times F\%$ .



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**6. NEGOTIATION**

- 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.

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**LOI DATA SHEET**

Clause No.	Clauses
1.1	The name of the assignment is: <b><i>“Review of Regulatory Framework Governing Civil Society Organizations’ in Bhutan”</i></b> Name of the Procuring Agency : <b>Civil Society Organizations Authority</b>
1.2	The objective of this assignment is to review the existing regulatory framework governing CSOs, and to provide concrete inputs and recommendation on the new regulatory framework to the CSOA. The assignment should take into account legal, political and socio-economic aspects of the country’s regulatory framework. The timeframe for completion of the work is 5 Months from the day of awarding the work.
1.3	The assignment will be carried as <b><i>lump sum</i></b>
1.4	A pre-proposal conference will be held: <b>No</b>
1.5	The Client shall provide the following inputs: <ul style="list-style-type: none"><li>✓ From time to time, officers from the CSOA will be available for consultation.</li><li>✓ List &amp; contact details of the registered CSOs and other relevant information.</li></ul>
2.1	The Documents are: (TORs, Contract, and Appendices etc.)
3.1	The Proposal shall be written in the <b>English</b> language
3.7	Applicable Tax liability, insurances, etc. if any, is the responsibility of the firm.
3.8	The currency is: Bhutanese Ngultrum
4.1.a	The number of copies of the proposal is/are: <b>One original and one copy</b>
4.1.b	The address is: <b>Member Secretary</b> <b>Civil Society Organizations Authority</b> <b>Thimphu</b>





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4.2	The date and time of proposal submission are: 6 <sup>th</sup> February 2017; 12:00 noon (BST)
4.3	Validity period (days, date): 5 Months, 6 <sup>th</sup> July 2017
5.2	<p>Evaluation criteria:</p> <ul style="list-style-type: none"><li>✓ Quality of the technical proposal (Understanding of the subject, Methodology, Work plan)</li><li>✓ Specific expertise in the relevant area of practice/specialization (legal expertise and awareness and knowledge on Civil Society/ NGO affairs,</li><li>✓ Track record of successful completion of past assignments</li><li>✓ Skills related to capacity building and facilitation (assessment will be based on awareness and community/stakeholders facilitation conducted).</li></ul> <p>The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation.</p>
5.4	<p>The weight (T %) given to the Technical Proposal is 80 percent.</p> <p>The weight (F %) given to the Financial Proposal is 20 percent.</p>
7.2	Commencement of Assignment (date, location): 20 <sup>th</sup> February 2017, Civil Society Organizations Authority, Thimphu, Bhutan.

**Attachments:**

1. TORs
2. Annexure
3. Draft Form of Contract



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**Terms of Reference (ToR)**  
**Review of Regulatory Framework Governing**  
**Civil Society Organisations in Bhutan**

**BACKGROUND**

The *Civil Society Organisations Act* of Bhutan, 2007 was enacted to facilitate the establishment and growth of Civil Society Organisations (CSOs), and to ensure a system of accountability and compliance with legal obligations. The Ministry of Home and Cultural Affairs spearheaded the establishment of the Civil Society Organisations Authority (CSOA) and the CSOA Secretariat on 20<sup>th</sup> March 2010 as an appropriate registrar and regulatory agency to implement the CSO Act 2007. In 2010 the CSOA developed the ensuing *Civil Society Organisation Rules and Regulations* (CSO R&R) that further details out and specifies provisions of the CSO Act.

As of 30th November 2016 47 civil society organisations have been registered by the CSOA and are now governed by the CSO Act. These organisations are divided into two categories as set out in the CSO Act: a) Public Benefit Organisations - those that engage in social welfare, providing services to vulnerable groups, advancing knowledge and learning, supporting environmental and cultural causes, and promoting social harmony and Gross National Happiness; and b) Mutual Benefit Organisations that are membership-based and serve the interests of their members. Of the total registered CSOs; currently there are 35 PBOs and 12 MBOs.

Other forms of non-profit organisations such as cooperatives and farmer groups, and religious organisations are under the purview of other legal frameworks like the Cooperatives (Amendment) Act and the Religious Organisations Act respectively.

After several years of operation and experience in the CSO sector, there is now a felt need to review the legal and regulatory framework governing CSOs in Bhutan. As CSOs grow in numbers and experiences, there is a need for to revisit some of the rules and legal provisions especially to further improve accountability, transparency and professionalism in the CSO sector. Concurrently, the role of the CSOA is evolving, from a mainly CSO registration agency to an interlocutor with and link between CSOs and the Government, and also to a watchdog of minimum governance standards among CSOs. The existing legal framework does not seem adequate or some less relevant to this changing and changed situation and, hence the need to conduct this review to improve the legal provisions governing civil society organisations in Bhutan. It will be done as part of the partnership between the CSOA Secretariat and HELVETAS under the project Support to Civil Society in Bhutan.

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## OBJECTIVES

The objective of this assignment is to review the existing regulatory framework governing CSOs, and to provide concrete inputs and recommendation on the new regulatory framework to the CSOA. The assignment should take into account legal, political and socio-economic aspects of the country's regulatory framework.

More specifically there will be *two parts* for this whole assignment. Firstly to conduct and recommend specific rules and regulations in the CSO Rules and Regulation 2010 in accordance with CSO Act 2007. Secondly a review exercises on the amendment to the existing legal framework (CSO Act) to accommodate new implementable legal provisions.

## SCOPE OF WORK

This assignment will entail a broader thinking with the focus on the current and future plans, strategies and status of the CSOA while also considering the external environment such as Government policies, other legal & regulatory framework, and good international practices. To achieve this, the consultant is expected to undertake the following activities:

- Review and propose CSO's current legal & regulatory framework, governing and operating rules; Revise and finalize the CSO Act 2007 of Bhutan in line with existing national plans and policies.
- Work under the supervision of CSOA
- Involve and engage key stakeholders and conduct facilitation workshops and meetings for the carrying out the activity.
- Carry out consultations with key individuals in relevant agencies for adding value presentations on the draft and final revised CSO Act and review of rules and Regulations to 2010.
- Consolidate the information, insights, comments and views elicited from the workshops and meetings into a comprehensive and well-structured report for record and reference.
- Make presentations on the deliverables to the Technical Reference Group and Project Steering Committee.

## METHODOLOGY

The methodology used for this assignment should include:



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1. A **desk review** of the existing legislation governing aspects of Civil Society Organisations and other available documentations to conduct the review as outlined above, especially:
  - Civil Society Organisation Act of Bhutan, 2007
  - Civil Society Organisation Rules & Regulations, 2010
  - Cooperatives (Amendment) Act of Bhutan, 2009
  - Religious Organizations Act of Bhutan, 2007
  - Anti-Corruption Act of Bhutan, 2006
  - Labour and Employment Act of Bhutan, 2007
  - Other documents available pertinent to the functioning of CSOs and the CSOA, such as standard operating procedures, form templates, best practices, memos on legal inconsistencies etc.

Preliminary findings from the desk review should be presented in an inception report. Based on these findings the consultants may propose further points to clarify during the consultation process.

2. A **consultation process** through semi-structured interviews, focus-group discussions or similar means, with representatives of different stakeholder groups, should serve to elaborate the set of recommendations as outlines above. Consultations should take place with representatives of:
  - Government of Bhutan (national level and local level, specifically CSOA and Secretariat, Ministry of Home Affairs, Department of Agriculture Marketing and Cooperatives, GNHCS)
  - Registered civil society organisations
  - Non registered non-profit organisations
  - Legal experts acquainted with the CSO Act (e.g. lawyers who drafted the legal provisions)
  - Other relevant stakeholders involved in or affected by the work of CSOs

The consultation process with representatives of these stakeholder groups should follow the principle of purposive sampling. The chosen consultation process, selection criteria for sampling, and tools such as questionnaires, etc. shall be described in the inception report and shared with a reference group for approval.



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3. A **validation workshop** with representatives of all stakeholder groups to present findings and discuss proposed recommendations.
4. A **reference group** consisting of one representative each from the CSOA, CSOA Secretariat, and CSOs shall serve as a sounding board for the consultancy, and review and approve methodology, approaches, and tools to be used.

### TEAM COMPOSITION

Overall the consulting firm must be able to demonstrate proprietary skills in delivering legal expertise and knowledge in the Civil Society services area, a proven track record in similar assignment. Possession of knowledge on the country's laws, policies, rules and regulations with regards to the CSO governance and affairs

Given the complex nature of the assignment to assess regulatory, political, and organizational aspects of the framework governing CSOs, the consultancy assignment should be carried out by a *team of two consultants*, consisting of:

1. A **legal expert** with deep knowledge of the public law of Bhutan, specifically pertaining to CSOs and other forms of non-profit organisations, and
2. An **expert of civil society organisations**, preferably with a background in social sciences, and/or substantial working experience with CSOs.

Depending on the different tasks at hand, the consultants may divide tasks among themselves or conduct them jointly. However, it is expected that they jointly elaborate and present the expected set of recommendations.

### PERIOD OF ENGAGEMENT

The assignment should be completed within 5 months from the date of signing the contract agreement. The work plan and the time frame shall be jointly developed in consultation with CSOA.

### TIMEFRAME

A detailed time plan will be developed once consultants are assigned for this task. The following table provides an estimated number of days for the activities. The total number of days shall not be exceeded.



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Activity	Time-frame	Responsible
Desk review	20 days	Consultants
Development of inception report consultation process methodology	15 days	Consultants
Approval of methodology	10 days	Reference group
Consultation process	20 days	Consultants
Preparation and conduct of validation workshop	10 days	Consultants
Elaboration and submission of draft report with findings and recommendations	30 days	Consultants
Stakeholder feedback to draft report	30 days	Reference group
Finalization and submission of final report	15 days	Consultants
<b>Total work days</b>	<b>150 Days</b>	

## DELIVERABLES

The following deliverables are expected from the consultancy:

1. **Inception report** outlining preliminary findings from the desk review, the approach, methodology, division of tasks among the consultants, and finalized work plan for achieving this assignment, to be discussed and agreed upon with the Reference group. The inception report shall not exceed 5 pages.
2. **Validation workshop** with representatives of all relevant stakeholder groups
3. **Draft report** containing a detailed of the exercises and analysis.
4. **The Draft proposal** of the Rules and Regulations with copies in English and Dzongkha should be submitted to CSOA.
5. **The Draft proposal** of the revised CSO Act with copies in English and Dzongkha should be submitted to CSOA.
6. **Final Report** taking into consideration feedback to the draft report.

### Draft and final reports are expected to contain:

- a. Executive Summary

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- b. Analysis of the exercise according to the scope of work and methodology
- c. Set of recommendations

***Draft and final reports shall not exceed 25 pages excluding annexes. All the documents and supporting research material, whether draft or final documents should be submitted to CSOA in soft and hard copies. Any material submitted under this ToR is the property of CSOA and cannot be submitted or distributed to or used by any other agencies, unless arranged otherwise.***

### **SUBMISSION DETAILS**

Interested bidders are invited to submit the technical and financial proposal in two separate packages on or before 6<sup>th</sup> February 2017. The envelope should be clearly labeled and sealed as “Technical proposal” and “Financial Proposal”.

The technical proposal should consist of relevant documents covering the technical evaluation criteria. This should include:

- Details of the organization of the Bidder
- Past experience of the Bidder (with relevant documentary proof of each credential stated, in form of work order/ letter of award/ completion certificate)
- Team members clearly mentioning the Team Leader, and profile of each member
- Any other information relevant to the Project

(The CV along with photograph for the identified consultant representing the consulting firm working with CSOA should be included in the proposal)

The financial proposal should include the cost break down of all the cost associated to carry out the exercise for CSO Authority.

### **EVALUATION OF THE BIDS**

- I. The bids will be evaluated in two stages (Technical and Financial Proposal) by the evaluation team appointed by the client comprising representatives from CSOA and representation from other relevant agencies.
- II. To qualify for the second stage (Financial evaluation), the firms should score 75% and above for the technical evaluation.
- III. The firms qualifying both the stages only will be considered for the award of the assignment.



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- IV. The weightage for the technical and the financial bid would be at the ratio of 80:20.
- V. The firm that scores highest in the accumulated assessment result of technical and financial assessment will be selected for the award of the assignment.
- VI. The technical evaluation and the financial evaluation will be based on the following factors:

**Technical Evaluation**

- a. Quality of the technical proposal (Understanding of the subject, Methodology, Work plan)
- b. Specific expertise in the relevant area of practice/specialization (legal expertise and awareness and knowledge on Civil Society/ NGO affairs,
- c. Track record of successful completion of past assignments
- d. Skills related to capacity building and facilitation (assessment will be based on awareness and community/stakeholders facilitation conducted).

*Please note that the technical proposal where relevance should be backed by testimonials and other documentary evidences.*

**Financial Evaluation**

- I. 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:  $SF=100 \times \frac{Fm}{F}$  (F-amount of financial proposal)
- II. Proposals will finally be ranked according to their combined technical (St) and financial (SF) scores using the weights indicated below in serial number (III)  $S=St \times T\% + SF \times F\%$ .
- III. The weight (T %) given to the Technical proposal is 80 percent. The weight (F %) given to the financial proposal is 20 percent.

**PRICE & PAYMENT**

- I. Unless otherwise stated, prices are in Ngultrum and are exclusive of all payable taxes.
- II. Discounts should be included on quoted prices, if any.
- III. Quoted price would be open to negotiations.
- IV. Payment shall be made as per the contract agreement.

**REPORTING**

The consultant will report to Mr. Thinley Norbu, Deputy Chief Program Officer, CSO Authority, for all matters pertaining to the conduct of the exercise.

P.O Box 317, Below YHS School, Thimphu, Bhutan **PABX:** +975-2-324954,  
Tel. + 975-2-324873(Member Secretary) Fax No. 339217 **Website:** [www.csoa.org.bt](http://www.csoa.org.bt)  
Email ID: [csoauthority2010@gmail.com](mailto:csoauthority2010@gmail.com)





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### **VALID TRADE LICENSE**

The bidder should submit the copy of valid trade license and latest tax clearance certificate.

### **AWARD OF CONTRACT**

The contract will be awarded after successful negotiations with the winning bidder. If negotiations fail, the client will invite the consulting firm having obtained the second highest score for contract negotiations. Upon successful completion, the client will promptly inform the other firms that their proposals have not been selected.

The selected consulting firm is expected to commence the assignment within a week after the award of the contract.

### **PAYMENT OF PROFESSIONAL FEES**

The modality of the payment for the consultancy will be decided once the contract is being signed between the Secretariat and the consulting firm.

### **SUBMISSION OF BID**

The bid should be submitted in a seal envelope and marked as “*Bid to Review Regulatory Framework governing Civil Society Organisations in Bhutan*” and addressed to Member Secretary, CSO Authority, Thimphu.

### **ANNEXURE**

#### **Probing Questions**

- a) What should the *mandate of the CSOA* entail? What are the roles and responsibilities of the CSOA towards: i) CSOs, and ii) towards other Government agencies at national and sub-national level?
- b) In what ways could the CSOA ensure *minimum standards of good governance* in the conduct of CSOs?
- c) How could the *CSO registration process* be professionalized and systematic?
- d) Do *differing regulatory frameworks* for different forms of non-profit organisations (CSOs, cooperatives, religious organisations, and non-registered organisations) lead to unequal treatment before the law (e.g. with regards to legal and tax status, reporting/disclosure obligations, Government oversight such as auditing, etc.)?



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- e) Are there any *legal ambiguities and/or inconsistencies* between the CSO Act and the CSO R&R, and between CSO Act and other legislation enacted by the Government of Bhutan?
- f) Are the legal provisions on the *governance structures of CSOs* adequate and clear enough? Do roles and responsibilities of the CSO Board of Trustees need to be adapted?
- g) How to clarify and strengthen the mandate of the CSOA;
- h) How to improve the governance structures of CSOs including administrative action and penalties in case of non compliance by CSOs;
- i) How to *make CSO registration process more feasible and systematic* and to make registration for unregistered organisations more inclusive;
- j) How to *address existing inconsistencies* or unequal treatment of different forms of non-profit organisations, including non-registered organisations;
- k) How to *harmonize provisions* of the CSO R&R with the CSO Act;
- l) How to best move forward to *implement above recommendations*, outlining pros and cons of different options (i.e. revision of CSO Act vs. update of CSO R&R only).

## **LIST OF REFERENCE MATERIALS**

- The Civil Society Organizations Act of Bhutan 2007
- Civil Society Organization Rules & Regulations 2010
- CSOA website: [www.csoa.org.bt](http://www.csoa.org.bt)



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**TECHNICAL PROPOSAL**

TO

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Sir:

**Subject: Hiring of Consultancy Service for** \_\_\_\_\_

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Regarding Technical Proposal

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

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Yours Faithfully,

Signature

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)



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1. Attach firm's profile
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).



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**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 bio data correctly describes myself, my qualifications and my experience.

\_\_\_\_\_  
**Signature of Staff Member or  
Authorized official from the firm**

**Date:** \_\_\_\_\_  
**Day/Month/Year**



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Please attach “Work Program me and Time Schedule for Key Personnel

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL  
MONTHS (in the form of bar chart)

<u>Sl. #</u>	<u>Name</u>	<u>Position</u>									<u>Number of Months</u>



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**FINANCIAL PROPOSALS**

TO

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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)



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**SCHEDULE OF SUMMARY PRICE PROPOSAL**

**FORM FIN-2 SUMMARY OF COSTS**

<b>Item</b>	
Total Costs of Financial Proposal	

**FORM FIN-3 BREAKDOWN of Costs by Activity**

<b>Group of Activities (Phase)</b>	
Remuneration	
Reimbursable Expenses	
<b>Subtotals</b>	





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**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:

<b>1.Services</b>	<p>(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”).</p> <p>(ii) The Consultant shall provide the reports listed in Terms of Reference, within the time periods listed in such Annexure, and the personnel listed in Annexure 2, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.</p>
<b>2. Term</b>	<p>The Consultant shall perform the Services during the period commencing <i>[insert start date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.</p>
<b>3. Payment</b>	<p>A. <b><u>Ceiling</u></b></p> <p>For Services rendered pursuant to ToR, the Client shall pay the Consultant an amount not to exceed a ceiling of <i>[insert ceiling amount]</i>. This amount has been established based on the understanding that it includes all of the Consultant’s costs and</p>



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	<p>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.</p> <p>B. <b><u>Remuneration</u></b></p> <p>The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent<sup>1</sup> (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."</p> <p>C. <b><u>Reimbursable</u></b></p> <p>The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:</p> <p>(i) Normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed.</p> <p>(ii) Such other expenses as approved in advance by the Client.<sup>2</sup></p> <p>D. <b><u>Payment Conditions</u></b></p> <p>Payment shall be made in <i>[specify currency]</i> not later than 30 days following submission of invoices in duplicate to the client.</p>
<b>4. Project Administration</b>	<p>A. <b><u>Coordinator</u></b></p> <p>The Client designates Mr./Ms. <i>[insert name]</i> 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</p>

<sup>1</sup> Select the applicable rate and delete the others.

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



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	<p>deliverables by the Client.</p> <p><b>B. <u>Timesheets</u></b></p> <p>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.</p> <p><b>C. <u>Records and Accounts</u></b></p> <p>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.</p>
<b>5. Performance Standard</b>	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.
<b>6. Confidentiality</b>	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.
<b>7. Ownership of Material</b>	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.
<b>8. Consultant Not to be</b>	The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant,



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<b>Engaged in Certain Activities</b>	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.
<b>9. Insurance</b>	The Consultant will be responsible for taking out any appropriate insurance coverage.
<b>10. Assignment</b>	The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
<b>11. Law Governing Contract and Language</b>	The Contract shall be governed by the laws of <i>[insert government]</i> , and the language of the Contract shall be <i>[insert language]</i> .
<b>12. Dispute Resolution</b>	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: \_\_\_\_\_