

# STANDARD REQUEST FOR PROPOSAL (SRFP)



Procurement of Consulting Services for the  
Translation of ACC's English Annual Report 2018 to  
Dzongkha and proof reading of the final Dzongkha  
report

## Letter of Invitation (LOI)

### Subject: **Consultancy service for translation of ACC Annual Report**

The Anti-Corruption Commission intends to apply part or whole of the proceeds for the procurement of 'translation of the ACC's English Annual Report 2018 to Dzongkha under the RGoB funding. The services include: translation of ACC's English Annual Report 2018 to Dzongkha and proof reading of the final Dzongkha report.

Therefore, ACC would like to invite eligible consultants to indicate their interest in providing the services. Interested consultants must provide information indicating that they are qualified to perform the services by submitting testimonials such as 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.

Proposal must be delivered to the address given below by **on or before 10:30 AM on 15<sup>th</sup> April 2019**.

Interested consultants may obtain further information at the address below during office hours.

Anti-Corruption Commission (ACC)  
AFS, Secretariat Services  
Lhadro Lam ACC Kawajangsa  
P.O. Box No. 1113,  
Tel: 02 334864 (Ext. 124)  
Fax: 02 334865

## **1. INTRODUCTION**

- 1.1. Firms/individuals are hereby invited to submit 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 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. 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;
- 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.

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

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.

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.

#### **5. PROPOSAL EVALUATION**

5.1. A two-stage procedure will be adopted in evaluating the proposals:

- i) a technical evaluation, which will be carried out prior to opening any financial proposal;
- ii) a financial evaluation.

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

##### **Technical Proposal**

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

##### **Financial Proposal**

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

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

#### **6. NEGOTIATIONS**

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

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

- 6.3. Negotiations will commence with a discussion of technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and bar charts, which will indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.4. Changes agreed upon will then be reflected in the financial proposal, using proposed unit rates.
- 6.5. The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations.

## **7. AWARD OF CONTRACT**

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

## LOI DATA SHEET

- | Clause No. | Clauses   |
|------------|---|
| 1.1        | The name of the Assignment is: <b><u>Translation of the ACC's English Annual Report 2018 to Dzongkha</u></b><br>The name of the Client is: <b><u>Anti-Corruption Commission (ACC)</u></b>   |
| 1.2        | The description and the objectives of the Assignment are: <b><u>Refer TOR</u></b>   |
| 1.3        | The assignment will be carried as: <b><u>Lump-sum based contract assignment</u></b>   |
| 1.4        | The name(s) and address of the Official(s) is (are): <b><u>Mr. UgvenPenjor, Sr. ADM Officer, AFS, ACC</u></b>   |
| 1.5        | Pre-Proposal Conference: <b><u>No</u></b>   |
| 1.6        | The Client shall provide the following inputs: <b><u>Refer TOR</u></b>  |
| 2.1.       | The Documents are: <b><u>TOR and draft contract</u></b>   |
| 2.2.       | The address is: <b><u>AFS, Secretariat Services, ACC, Lhadro Lam, Kawajangsa, Thimphu, P.O. Box No. 1113, Tel: 02-334864, Fax: 02-334865</u></b>  |
| 3.1.       | The language is: <b><u>English</u></b>  |
| 3.7.       | Tax liability, insurances: <b><u>Cost must be inclusive of taxes</u></b>  |
| 4.1.       | The number of copies of the proposal are: <b><u>One original and one copy</u></b>   |
| 4.3.       | The date and time of proposal submission are: <b><u>On or before 10:30 AM of April 15<sup>th</sup>, 2019</u></b><br>The location is: <b><u>ACC Office, Lhadro Lam, Kawajangsa, Thimphu</u></b>  |
| 4.4.       | Validity period: <b><u>60 days after the last day of submission</u></b>   |
| 5.1.       | The points given to evaluation criteria are:<br>A. Technical proposal- <b><u>80%</u></b> :<br>The evaluation committee will evaluate the proposals and select a consulting firm based on a combination of the following factors:<br>i. Expert's experiences in providing translation services (minimum of three years) (20 points)<br>ii. Expert's qualification (Both in English and Dzongkha) (20)<br>iii. Familiarity with terminologies related to corruption, anti-corruption and good governance. Experience in translating ACC's publications in Dzongkha is preferred (40)<br>B. Financial proposal - <b><u>20%</u></b> . |
| 5.2.       | The technical proposal should score at least <b><u>55 % out of 80 %</u></b> to be considered for Financial evaluation.  |
| 5.3        | The currency is: <b><u>Bhutanese Ngultrum</u></b>   |
| 5.4.       | The weight (T%) given to the Technical Proposal is <b><u>80percent</u></b> .<br>The weight (F%) given to the Financial Proposal is <b><u>20percent</u></b> .  |
| 7.2.       | Commencement of Assignment (date, location): <b><u>Immediately from the date of receipt of work order and is expected to be completed in a month.</u></b>   |

Attachments:

1. TOR
2. Annexures
3. Draft Form of Contract

## **Annex 1: TERMS OF REFERENCE FOR TRANSLATION SERVICES**

### **Background**

As required by Section 169 of the Anti-Corruption Act of Bhutan, the Anti-Corruption Commission submits its Annual Report to the Druk Gyalpo, the Prime Minister and the Parliament. Also to create informed citizenry, the Annual Reports are printed and distributed to public agencies, NGOs, international organizations, education institutions and Dzongkhags.

The Annual Report is drafted in English which requires to be translated in Dzongkha. Due to man power constraints, the ACC outsources the translation work to local firms/individuals.

### **Objective**

Translation of the ACC's English Annual Report 2018 to Dzongkha and proof reading of the final Dzongkha report

### **Scope of Work**

The individual consultant/firm is expected to undertake the following specific task related to translation and proof reading:

- a. Translate the entire report including figures, tables, photo captions and other text written in English of the Annual Report 2018,
- b. Proof read the final Dzongkha Report to ensure accuracy, clarity and quality of the report,
- c. Submit the editable version of word file for review by the Task Force Member as an when requested and
- d. Incorporate comments and suggestions passed by the Task Force Member.

### **Period of Engagement**

The assignment will be awarded immediately and should be completed within a month.

### **Services & Facilities to be provided by the Client**

ACC will support the consultant during the assignment by providing necessary documents for reference and other support as deemed necessary.

### **Final Outputs**

After final endorsement from the Commission and the Task Force Member, the consultant shall submit the final report to the ACC in both editable (word file) and pdf version.



## **Qualification Requirements**

The individual consultant/firm should have the following:

- a. Experience in providing similar translation services (minimum of three years)
- b. Well versed in English and Dzongkha
- c. The expert must be familiar with terminologies related to corruption, anti-corruption and good governance.
- d. Past experience in translating ACC's publications in Dzongkha will be given preference.

## **Annex2: FORMATS FOR TECHNICAL PROPOSAL**

TO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir/Madam:

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

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 which best illustrate qualifications
3. Comments and suggestions on the ToR
4. CVs of proposed personnel
5. Valid trade license, Tax Clearance Certificate or other certificate to authenticate its legal basis for establishment

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

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

**Signature of Staff Member or authorized official from the firm**  
**Day/Month/Year**



**Annex 3: FORMATS OF FINANCIAL PROPOSAL**

TO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir/Madam:

**Subject: Hiring of Consultants' Services for**\_\_\_\_\_

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

<b>Item</b>	<b>Amount in Nu.</b>
Total Costs of Financial Proposal	

## BREAKDOWN OF COST BY ACTIVITY

<b>Sl. No</b>	<b>Description</b>	<b>Price</b>
1	Per page (approximately 800 words)	<i>[Quote Price]</i>
2	Per word	<i>[Quote Price]</i>

**SAMPLE CONTRACT FOR CONSULTING  
SERVICES**

**Small Assignments**  
Lump-Sum Payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS  
LUMP-SUM PAYMENTS**

**CONTRACT**

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

WHEREAS the Procuring Agency wishes to have the Consultant perform 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**

- A. The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
- B. The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
- C. The Consultant shall submit to the Procuring Agency the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

**2. Term**

The Consultant shall perform the Services during the period commencing [*insert starting 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 Annex A, the Procuring Agency shall pay the Consultant an amount not to exceed [*insert 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.

B. Schedule of Payments

The schedule of payments is specified below<sup>2</sup>:

[*insert amount and currency*] upon the Procuring Agency’s receipt of a copy of this Contract signed by the Consultant;

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<sup>2</sup>Modify, in order to reflect the output required, as described in Annex C.



[insert amount and currency] upon the Procuring Agency's receipt of the draft report, acceptable to the Procuring Agency; and

[insert amount and currency] upon the Procuring Agency's receipt of the final report, acceptable to the Procuring Agency.

[insert amount and currency] Total

C. Payment Conditions

Payment shall be made in [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project Administration**

A. Coordinator

The Procuring Agency designates Mr./Ms. [insert name] as the Procuring Agency's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Procuring Agency and for receiving and approving invoices for the payment.

B. Reports

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

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 Procuring Agency considers unsatisfactory.

**6. Confidentiality**

The Consultant 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 Procuring Agency's business or operations without the prior written consent of the Procuring Agency.

**7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Agency under the Contract shall belong to and remain the property of the Procuring Agency. The Consultant may retain a copy of such documents and software<sup>3</sup>.

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<sup>3</sup>Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

- 8. Consultant not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and 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 sub-contract any portion of it without the Procuring Agency’s prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Bhutan, and the language of the Contract shall be English.
- 12. Dispute Resolution<sup>4</sup>** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Bhutan.

FOR THEPROCURINGAGENCY

FOR THECONSULTANT

Signed by\_\_\_\_\_

Signedby\_\_\_\_\_

Title:\_\_\_\_\_

Title: \_\_\_\_\_

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<sup>4</sup>In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: “Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”

## **LIST OF ANNEXES**

- Annexure 1: Letter of Invitation (LOI)
- Annexure2: Terms of reference
- Annexure 3: Formats for Technical Proposal
- Annexure 4: Formats for Financial Proposal
- Annexure 5: Sample Contract