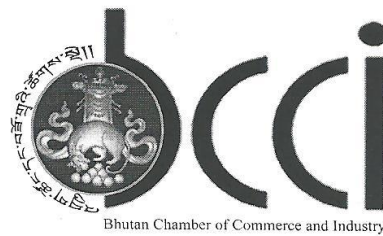


REQUEST FOR EXPRESSION OF INTEREST

REoI No. *BCCI/GAD/AFD/ (PRO)-01/2020*

Project Name: Transitional Trade Support Facility (TTSF) Program”

Procuring Agency: *Research & Planning Department, Bhutan Chamber of Commerce & Industry*



Title of Consulting Services:

National Consultant to map inconsistent provisions of policies and laws affecting the private sector development.

INVITATION FOR EXPRESSION OF INTEREST

BCCI/GAD/AFD/(PRO)-01/2020

October 9, 2020

The **Research & Planning Department, BCCI Secretariat** invites expression of interest to provide the following consulting services: [insert name and brief summary of the consulting services assignment, including the period for its execution]. More details on the services are provided in the Terms of Reference.

An Individual Consultant will be selected as per the procedures described in this REoI, in accordance with Procurement Rules and Regulations in force of the Royal Government of Bhutan

The EoIs are to be submitted at the latest by **October 29, 2020 at 3:00 pm.**

The procedural requirements for responding to this invitation are provided in the complete REoI document, which includes the following:

Section1: Instructions to Consultants

Section 2: Standard Forms

Section 3: Terms of Reference

Address for response/ Address of Procuring Agency:

Head
Research Division, BCCI Secretariat
Doebum Lam, Chubachu, Thimphu.

Yours sincerely,



Head, Administrative & Finance Division
BCCI Secretariat
Deobum Lam, Chubachu

SECTION 1: INSTRUCTIONS TO CONSULTANT

- 1. Scope of assignment** 1.1 The Employer has received a budget from the Royal Government of Bhutan under Transitional Trade Support Facility (TTSF) Project and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 4.
- 2. Qualifications of the Consultant** 2.1 Prospective Individuals shall demonstrate in their EoI that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
- 3. Conflict of Interest** 3.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests. For this purpose, the provisions of the Procurement Rules and Regulations on Conflict of Interest shall apply.
- 4. Unfair Advantage** 4.1 If a Consultant could derive a competitive advantage from having provided Consulting Services related to the assignment in question, the Procuring Agency shall make available to all Consultants together with this REoI all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- Fraud and Corruption** 5.1 It is PRR 2019 to require that Consultants, observe the highest standards of ethics during the procurement and execution of contracts.¹ In addition, as a condition of admission to eligibility, the Consultant shall execute and attach to their Proposals an Integrity Pact Statement in the form provided in Form 4 of Section 3.
- 5. Preparation of EoI** 6.1 EoI shall be typed or written in indelible ink in English language and shall be signed by the Consultant. Consultants are required to complete the following Forms:
(a) Form 1: Submission of Expression of Interest;
(b) Form 2: CV of the Consultant; and
(c) Form 3: Integrity Pact
- 6. Submission of EoI** 7.1 The prospective Consultant can deliver their EoI by hand, mail, courier service to the address mentioned in the REoI.
- 7.2 EoI shall be properly sealed in envelopes addressed to the Procuring Agency as mentioned in the REoI advertisement and bear the name & address of the Consultant as well as the name of the assignment.
- 7.3 The closing date for submission of EoI is *October 27, 2020 up to 3:00 p.m.* EoI must be submitted within this deadline. Any EoI received after the deadline for submission of EoI shall be declared late, and returned unopened to the Consultant.

¹In this context, any action taken by a Consultant to influence the procurement process or contract execution for undue advantage is improper.

7.4 EoI may be modified or substituted before the deadline for submission

7.5 The Procuring Agency may at its sole discretion, extend the deadline for submission of EoI.

7.6 At any time prior to the deadline for submission of EoI the Procuring Agency for any reason or on its own initiative may revise the REoI Document by issuing an Addendum which shall form an integral part of the Document.

7. Evaluation of EoI

8.1 Suitability of the Consultants shall be evaluated on the basis of criteria specified in the sub clause 8.2

8.2 The points to be given under each of the evaluation Criteria are:

[Procuring Agency may apply the following criteria as appropriate and allocate points accordingly. The points may be further broken down for each criteria/sub criteria]

Criteria	Points
Relevant academic qualification	35 points
Consultant's relevant experience for number of assignments carried out in the related fields (formulation of policies & Acts, Policy & Legal reviews, Policy & Legal gap analysis, etc)	45 points
Experience in research, Focused Group Discussions (FGDs), Facilitating Public Consultations, relevant trainings, communication skills, etc	20 points
Total points:	100 points

8.3 Immediately after the closing date and time for submission the Procuring Agency shall open all EoI documents, including any substitutions accompanied by a properly authorized substitution notice.

8.4 Following the opening of the EoI, and until the Contract is signed, no Consultant shall make any unsolicited communication to the Procuring Agency. Such an attempt to influence the Procuring Agency in its decisions on the examination, evaluation, and comparison of either the EoI or Contract award may result in the rejection of the EoI.

8.5 After the evaluation, the highest-ranked Consultant shall be asked to submit a financial proposal, which shall be subject to negotiation. The financial proposal shall be

Submitted as per the Form 3 provided in Section 3.

8. Negotiations 9.1 The first-ranked Consultant shall then be invited for negotiations. If negotiations fail, the Procuring Agency shall inform the Consultant in writing of the reasons for termination of the negotiations and then shall invite the Consultant who's EoI was ranked second to negotiate a Contract. Once negotiations commence with the second ranked Consultant the Procuring Agency shall not reopen the earlier negotiations.

92 During negotiations, the Procuring Agency and the Consultant shall finalize the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"

93 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Consultant.

9. Award of Contract

10.1 The Procuring Agency shall award the Contract to the selected Consultant, and:

- (a) as soon as possible notify unsuccessful Consultants, and
- (b) publish a notification of award on the Employer's website.

10.2 The notifications to all unsuccessful Consultants, and the notification on the Employer's website, shall include the following information:

- (a) the assignment reference number;
- (b) the name of the winning Consultant and total price it offered; and
- (c) the date of the award decision.

10.3 Following the decision to award the Contract to the selected Consultant, the parties shall enter into a written Contract binding on both parties. The Contract shall be compatible with the Applicable Laws of Bhutan. The Contract shall be signed by the duly authorized representatives of the parties and shall bear the date of signature.

10.4 Where both the parties do not sign the Contract simultaneously,

(a) The Procuring Agency shall send to the selected Consultant two original copies of (1) the full agreed Contract and (2) the letter of acceptance (notification of award), each signed by its duly authorized representative together with the date of signature;

(b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall not be more than 15 days from the date of its receipt by the Consultant;

(c) The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the letter of acceptance and return one copy of each to the Procuring Agency before the expiry of the deadline indicated in the letter of acceptance;

(d) In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Procuring Agency may negotiate with the second ranked Consultant.

10.5 The Consultant is expected to commence the assignment soon after signing of contract agreement at Thimphu .The duration of the contract shall be for 60 *[calendar]* days from the date of commencement.

SECTION II: STANDARD FORMS

The standard forms are provided to guide the Consultant to prepare for the submission of the Expression of Interest:

FORM-1	Expression of Interests submission form
FORM-2	Consultant's Curriculum Vitae
FORM-3	Remuneration and Reimbursable
FORM-4	Integrity Pact

FORM 1A: Expression of Interest Submission Form

Date:

To:

[Address of Procuring Agency]

Dear Sir/Madam:

I, hereby submit my EoI to provide the consulting Services for [Insert title of assignment] in strict accordance with your Request for EoI dated [dd/mm/yy].

I declare that I was not associated, nor have been associated in the past, directly or indirectly, with a Consultant or any other entity that has prepared the design, specifications and others documents in accordance with Clause 3.

I have not been declared ineligible by the Royal Government of Bhutan on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with Clause 5.

If selected, I undertake to commence the consulting Services for the assignment not later than the date indicated in Clause 10.5.

I understand that the Procuring Agency reserves the right to accept or reject any EoI at any time prior to contract award.

Yours Sincerely,

Signature:

Name:

Address:

Tel:

Attachment: *[List attachments]*

Form 1B- Consultant's Information Sheet

A. Consulting Services Data

Name of the consulting services	
Assignment (Brief Description)	

B. Consultant Data

Name	
Country of Nationality	
Address of consultant	
E-mail and contact No. of consultant	

C. Assignment Specific Qualifications and Experience

<p><i>* Assignment Specific Experience (Provide information demonstrating your ability, skills and experience to undertake advertised assignment and deliver inputs/ outputs required under the TOR-add additional sheet if required)</i></p>
<p><i>* Please provide summary of your qualifications and attach your Curriculum Vitae (CV)***</i></p>

D. Eligibility Declaration

I, the undersigned, certify to the best of my knowledge and belief

- The CV I attached correctly describes my qualifications and my experience
- I am not part of the team who wrote the terms of reference for this consulting services assignment.
- I have not been convicted of an offense or crime related to theft, corruption or fraud.
- I understand that it is my obligation to notify Procuring Agency should I become ineligible to work with.
- I understand that it is my obligation to notify the Procuring Agency, or should I be convicted of an offense related to theft, corruption or fraud.

Completed by (Name)	
Date (dd/mm/yyyy)	

FORM 2- Curriculum Vitae (CV) of the Consultant

1. Name [Insert full name]:
2. Date of Birth: Nationality:
3. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
4. Membership of Professional Associations:
5. Other Training [Indicate professional training relevant to the project]:
6. Countries of Work: [List countries where staff has worked in the last ten years]:
7. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
8. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
From [Year]: To [Year]:
Employer:
Positions held:

9. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.

Name of assignment or project:

Year:

Location:

Procuring Agency or Procuring Agency:

Main project features:

Positions held: Activities performed.

Note: Attach the work experience certificates.

10. Declaration:

I, the undersigned, declare that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any willful misstatement herein may lead to my disqualification or dismissal, if engaged.

Date:

[Name & Signature of the consultant]

Day/Month/Year

FORM 3- Remuneration and Reimbursable

The highest ranked Consultant shall be asked to submit this form after the evaluation of the EoI. After negotiations, Remuneration & Reimbursable will be part of the total cost as per agreed deliverables in the contract.

(1) Remuneration

Rate (per month/ per day)	Time spent (person-months)	Total
		Sub-Total (1)

(2) Reimbursable

Item	Unit	Qty	Rate	Total
(a) Per diem				
(a) Travel cost				
(c) Visas, resident permits, airport taxes and incidental travel costs (at cost)				
				Sub-total (2)

Total Cost: Sub-Total (1) + Sub-Total (2) =...

Consultants' Representations Regarding Costs and Charges

I, hereby confirm that the basic salary indicated in the contract are taken from my payroll records and reflect the current salary rate exempt taxes and which have not been raised other than within the normal annual salary increase anticipated due to inflation, etc. If required I can provide the relevant copies of the latest contract papers upon which the rates are based.

(Name, Signature and date)

SECTION III: TERMS OF REFERENCE

1. Background

Bhutan over the years has shown gradual improvement for its ranking in ease of doing business and global competitiveness. In terms of Global Competitiveness, Bhutan in 2017-2018 was ranked at 82nd out of 137 economies. It was ranked at 109th out of 148 economies, when the first Global Competitiveness study was published. Bhutan has also made significant improvement in terms of ease of doing business. The 2020 ease of doing business rank for Bhutan stands at 89th out of 190 economies.

Although there has been notable overall improvement, the private sector feels that there are specific issues and challenges requiring concerted efforts and attention to create enabling environment for private sector development. There are concerns about the proliferation and duplication of policies and laws in the country and the need to harmonize and consolidate some of the laws. The government through formation of the National Law Review Task Force (NLRT) in 2015 conducted thorough review of 126 existing acts. The review looked at laws that conflict with the Constitution, conflicting and duplicating provision of laws, laws in need of consolidation and implementation, and laws that are important to be enacted. The NLRT recommended for repealing of 15 Acts, amending of 29 Acts and consolidating 8 Acts.

The Global Competitiveness Report has also identified number of problematic factors for doing business in Bhutan. Besides access to financing, which is the most problematic factor, the study has identified restrictive labour regulations, foreign currency regulations, inefficient government bureaucracy, tax regulations, and policy instability as other factors affecting the ease of doing business in the country. The Economic Census of Bhutan 2018-19, among others, identified customs, tax administration, labour regulations, policies, and other rules and regulations as obstacles affecting business operations.

The government also recognizes the need for addressing onerous procedures, policies and regulations to promote and facilitate business start-ups and expand existing businesses. Some policy initiatives and revision of rules and regulations have been undertaken by the government. However, the private sector feels that much more needs to be done in order to harmonize the inconsistent provisions of policies, acts, rules and regulations governing private sector operations. The need for easing legal and regulatory compliance requirement through harmonization is one of main concerns the private sector has been raising with the BCCI.

In view of the above, the Research & Policy Department, BCCI will commission a study to review and map all the inconsistent provisions of policies, acts, rules and regulations, which are affecting the private in doing business.

2. Objective

The main objectives of the assignment are to:

- I. To map all the existing policies, Acts, rules and regulations administering private sector in doing business, and conflicting or inconsistent provisions thereof.
- II. To conduct an analytical review of conflicting/inconsistent provisions of policies and laws, and recommend measures for harmonization and consolidation.

3. Scope of work

The study will scan and take stock of conflicting and inconsistent provisions of the existing policies, Acts, rules and regulations, and any other measures for the private sector in doing business. The study will also look at the implications of the inconsistent provisions of policies and laws to the private sector. Specifically, the review exercise will map and show duplication in procedures, time consumed and cost incurred as a result of inconsistent policies and laws. Finally, the review exercise will come up with set of recommendations which will pinpoint specific provisions required to be harmonize or consolidate to ease burden for legal and regulatory compliance.

4. Key duties and responsibilities

The Consultant shall:

- a) Develop and present a detailed methodology and work plan for the assignment.
- b) Take stock of all the existing policies, Acts, rules and regulations which private sector has to comply with for doing business.
- c) Conduct detailed review of conflicting and inconsistent provisions of policies and laws constraining businesses.
- d) Conduct consultations with stakeholders to validate the review findings and obtain additional inputs.
- e) Conduct and present impact analysis of inconsistent provisions of policies and laws to the private sector in particular and economy in general.
- f) List the conflicting and inconsistent provisions in order of severity and priority action required.
- g) Develop clear recommendation for the government to harmonize and consolidate in consistent and conflicting provisions.
- h) Develop plan of action/strategy for BCCI to take up the recommendations with the government.
- i) Present stages of draft findings and recommendations to the stakeholders and the management.

- j) Incorporate comments and finalize report.
- k) Present final report after incorporating the comments of stakeholders and the management.
- l) Submit two hard copies and one digital copy of finalized document.

5. Reporting and coordination

- a) The consultant will report directly to Chief, Research & Planning Department, BCCI, and liaise closely until such time that the final document is submitted and accepted by the BCCI management.
- b) The consultant will lead, facilitate and initiate all discussions related to assignment with the stakeholders.

6. Minimum Qualification and Experiences

Education	Minimum of Master Degree in the field of Law/Public Policy/Development Studies/Business Management & Administration and any other relevant qualifications.
Special Skills/experience and other qualifications	<ul style="list-style-type: none"> • Minimum of 10 years working experience in the related field • Proven experience in similar assignment. • Adequate experience in developing policies and laws • Adequate experience in review of institutional policies and legal frameworks • Good understanding of provisions of policies and laws, and capacity to interpret correctly • Experience in conducting multi-stakeholder consultations • Proven capacity to deliver outputs under tight timelines • Knowledge and experience in applying qualitative and quantitative evaluation methods • Ability to translate study findings into actionable plans • Good report writing skills • Excellent communication skills in English and Dzongkha both written and spoken

7. Duration of assignment

The consultant will be recruited for 60 working days.

8. Deliverables, Timeframe and Payment Schedule

Deliverable/output	Timeframe	Payment Schedule
Develop and present detailed methodology and work plan (Draft Inception report)	Week 2	10%
Submission of 1 st draft report and presentation on initial findings to the stakeholders	Week 4	20%
Submission of final report	Week 8	70%

Any other information

- All the EoI documents must be completed, signed and submitted in compliance with the requirements. Failure to meet any of the requirements will result in disqualification of the bid.
- Any clarification on the EoI document shall be sought through written communication at least five days before the submission of EoI and no inquiry via phone call or walk-in shall be entertained.
- The Employer reserves the right to validate the references and documentary evidence submitted as a part of the bid.