

Request For Quotation

**Package No. NCS-01:Critical Skills Training-Skills Development Program
(Lot 1(a,b&c), Lot 2(a,b&c), Lot 3(a,b&c), Lot 4(a,b&c), Lot 5(a,b&c), Lot 6(a,b&c), Lot
7(a,b&c) & Lot 8(a,b&c))**

**Project Management Unit
Pathways for Emerging Skills and Jobs Project
Department of Workforce Planning and Skills Development
Ministry of Education and Skills Development**

Issued on: 15/11/2024

REQUEST FOR QUOTATION - SERVICES (RFQS)

Project Title : Pathways for emerging Skills and Jobs Project

Source of Funding: Asian Development Bank

Contract Ref : DWPSD/PESJP/NCS-01/2024-2025/

Date of Issue of Request: 15/11/2024

To : _____

Sir/Madam:

1. The Department of Workforce Planning and Skills Development, MoESD (Client) hereby requests you to submit price quotation/(s) for the performance of the services described in the **Scope of Services** attached as **Appendix A** in these documents. If you, however, have been associated with the preparation of this **Scope of Services** that is the subject of this request, you shall be disqualified.

To assist you in the preparation of your price quotation we enclose, in addition to the **Scope of Services**, the **Form of Quotation** and form of **Contract** are also attached.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
 - (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Client, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date) or
 - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you must have experience as a Service Provider of the services covered by this **Request for Quotation**. As evidence, you must attach a **document of your experience as Service Provider in at least one contract in the last 3 years of a size and nature similar to the requirements of this contract. Further, the firms should submit trade license, valid registration certificate (issued by BQPCA), Curriculum Vitae of Key Experts, academic qualification certificate and other relevant documents**. Failure to submit these documents will form enough ground for rejection of the proposal.
4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in the **Scope of Services**, and submitted only in the attached **Form of Quotation**. The currency of quoted prices and payment shall be **Ngultrum**.
- (b) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (c) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the Original shall prevail.
- (d) Your quotation(s) should be valid for a period of 90 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Service Providers for the project for two years.

Submission and Opening

- (e) Your **Form of Quotation** should be submitted by **16/12/2024 on or before 10.30 Am** with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Client's Address :**Project Director**
 Pathways for Emerging Skills and Jobs Project
 Department of Workforce Planning and Skills Development
 Ministry of Education and Skills Development
 Kawajangsa, Thimphu

- (f) Quotations shall be opened in public, in the presence of participating Service Providers' representatives who choose to attend, on **16/12/2024 at 11.00AM** and at the following address.

Conference Hall
Department of Workforce Planning and Skills Development
Ministry of Education and Skills Development
Kawajangsa, Thimphu

Evaluation and Comparison

- (g) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and

specifications in this **Request for Quotation**.

(h) In evaluating the quotations, the Client will adjust for any arithmetical errors as follows:

- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- (ii) where there is a discrepancy between the unit rate (where applicable) and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

If you refuse to accept the correction/(s), your quotation will be rejected.

Award of Contract

- (i) The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.
- (j) The Service Provider whose quotation has been accepted will be notified by the Client within **90 days** from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Client.
- (k) The successful Service Provider shall sign the **Contract** governed by the annexed **Contract Terms and Conditions**.

5. Further information can be obtained from:

Name : **Tshewang Gyeltshen**
 : **Procurement Specialist**
Address : **PMU, PESJP, DWPSD, MoESD**
E-mail : **procotshewang2024@gmail.com**

6. The Client intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.

7. Under [ADB's Anticorruption Policy](#) (1998, as amended to date) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Provider recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries,

including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

- (a) Name of Institution: _____
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
- (c) Reason for the debarment, ineligibility, or blacklisting: _____

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

- (a) Nature of the offense/violation: _____
- (b) Court/Area of jurisdiction: _____
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
- (d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

¹ Any such disclosure shall be forwarded by the Client to ADB.

Sincerely,

Project Director

**FORM OF QUOTATION
(Services)**

_____ [date]

To: _____ [Client's Name]

_____ [Client's Address]

We offer to execute the _____ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency] _____.

We offer to execute the _____ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price not to exceed _____ [amount in words and numbers] (_____) [name of currency] _____ in accordance with **Price Schedule** annexed to the **Scope of Services**.

We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the priced **Scope of Services**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation** document.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider: _____

Authorized Signature : _____

Name of Signatory : _____

Title of Signatory : _____

Address : _____
Telephone Number : _____
Fax Number, if any : _____
Email address (optional) : _____

ACCEPTANCE

The Client accepts the Service Provider's offer to provide the service.

Name of Client : Project Management Unit, PESJP, DWPSD, MoESD
Authorized Signature : _____
Name of Signatory : Mr. Sangay Dorji
Title of Signatory : Project Director
Date : _____

PRICE SCHEDULE

Lot 1a: Graphic Design and Digital Illustration, Sarpang (Gelephu), Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Graphic Design and Digital Illustration (20 candidates)	Nos.	1		
	Total Amount				

Lot 1b: Graphic Design and Digital Illustration, Pemagatshel, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Graphic Design and Digital Illustration (20 candidates)	Nos.	1		
	Total Amount				

Lot 1c: Graphic Design and Digital Illustration, Mongar, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Graphic Design and Digital Illustration (20 candidates)	Nos.	1		
	Total Amount				

Lot 2a: Social Media Content Creation, Lhuntse, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Social Media Content Creation (20 candidates)	Nos.	1		
	Total Amount				

Lot 2b: Social Media Content Creation, Samdrupjongkhar, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Social Media Content Creation (20 candidates)	Nos.	1		
	Total Amount				

Lot 2c: Social Media Content Creation, Haa, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Social Media Content Creation (20 candidates)	Nos.	1		
	Total Amount				

Lot 3a: Web Design and Development, Tsirang, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Web Design and Development (20 candidates)	Nos.	1		
	Total Amount				

Lot 3b: Web Design and Development, Bumthang, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Web Design and Development (20 candidates)	Nos.	1		
	Total Amount				

Lot 3c: Web Design and Development, Samtse, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Web Design and Development (20 candidates)	Nos.	1		
	Total Amount				

Lot 4a: Apparel Design and Tailoring, Trongsa, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Apparel Design and Tailoring (20 candidates)	Nos.	1		
	Total Amount				

Lot 4b: Apparel Design and Tailoring, Punakha, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Apparel Design and Tailoring (20 candidates)	Nos.	1		
	Total Amount				

Lot 4c: Apparel Design and Tailoring, Zhemgang, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Apparel Design and Tailoring (20 candidates)	Nos.	1		
	Total Amount				

Lot 5a: Branding and Digital Marketing, S. Jongkhar, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Branding and Digital Marketing (20 candidates)	Nos.	1		
	Total Amount				

Lot 5b: Branding and Digital Marketing, Bumthang, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Branding and Digital Marketing (20 candidates)	Nos.	1		
	Total Amount				

Lot 5c: Branding and Digital Marketing, T/Yangtse, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Branding and Digital Marketing (20 candidates)	Nos.	1		
	Total Amount				

Lot 6a: UX/UI Design, Thimphu, Institute Certificate (Total 60 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	UX/UI Design (20 candidates)	Nos.	1		
	Total Amount				

Lot 6b: UX/UI Design, Paro, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	UX/UI Design (20 candidates)	Nos.	1		
	Total Amount				

Lot 6c: UX/UI Design, Wangdi Phodrang, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	UX/UI Design (20 candidates)	Nos.	1		
	Total Amount				

Lot 7a: Game Design and Development, Trashigang, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Game Design and Development	Nos.	1		
	Total Amount				

Lot 7b: Game Design and Development, Sarpang (Gelephu), Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Game Design and Development	Nos.	1		
	Total Amount				

Lot 7c: Game Design and Development, Samtse, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Game Design and Development	Nos.	1		
	Total Amount				

Lot 8a: E-commerce, Thimphu, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	E-commerce (20 candidates)	Nos.	1		
	Total Amount				

Lot 8b: E-commerce, Chukha (P/Ling) Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	E-commerce (20 candidates)	Nos.	1		
	Total Amount				

Lot 8c: E-commerce, Sarpang(Gelephu), Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	E-commerce (20 candidates)	Nos.	1		
	Total Amount				

CONTRACT

Name of Country: Bhutan

Project Name: Pathways for Emerging Skills and Jobs Project

Name of Contract: _____

Contract Number _____

This Contract is entered into on _____[*date*]__ day of _[*month*]_,_ [year]____, between **Department of Workforce Planning and Skills Development, MoESD** (hereinafter called “the Client”) on the one part, and _____[*name of Service Provider*]_____ (hereinafter called “the Service Provider”) on the other part.

Whereas the Client has requested a quotation for _____ [description of services] to be performed by the Service Provider in accordance with the **Contract**, and has accepted the Quotation by the Service Provider in the amount of ____ [*amount in words*]____ [*amount in figures*] hereinafter called “the Contract Price”.

The Client and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation**, with **Scope of Services** and **Appendix** [*and Price Schedule under Option B form of quotation*]; and
 - b) **Contract Terms and Conditions**;
2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.
3. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of _____ [*country of Client*] on the date indicated above.

Signature and seal of the Client:
For and on behalf of

Signature and seal of the Service Provider:
For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: **Pathways for Emerging Skills and Jobs Project**
Client: **Department of Workforce Planning and Skills Development**
Contract No. _____

1. Definitions

- (a) "Contract" means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
- (d) "Completion" means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (e) "Client" means the entity purchasing the Services.
- (f) "Services" means the services the Service Provider will perform as specified in the Scope of Services in Appendix A.
- (g) "Service Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
- (h) "ADB" is the Asian Development Bank.

2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Client's country (**Law of Kingdom of Bhutan**).

3. Language

All communications and documents related to the Contract shall be in English.

4. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

5. Fraud and Corruption

This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Service Providers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Performance of the Services

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

7. Required Performance Standards (with attachments as necessary to be prescribed by Client.)

- (a) General Description
- (b) Specific Standards
- (c) Performance Parameters

Service Provider confirms compliance with above standards and parameters.

8. Service Completion Schedule

The services should be completed as per schedule indicated in the **Scope of Services** but not exceeding _____ months from the date of signing of contract.

9. Fixed Contract Price

The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to Clause 11 [Payment] below.

10. Taxes and Duties

The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

11. Payment

Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made in the following manner:

Payment of training will be as follows:

Payment	Time of payment	Documents required
Part 1 Payment – 20% of the contract amount	On signing of the contract	Invoice and unconditional bank guarantee and endorsed curriculum.
Part 2 Payment - 30% of the contract amount	Upon submission of student enrollment details and approved by DWPSD	-Trainees enrollment details -Trainees documents (retain with training provider) -Invoice
Part 3 Payment – 50% of the contract amount	After completion of the training and award of Institute Certification	Training completion report as per the clause 4 of the ToR and invoice

12. Resolution of Disputes

The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of the **Alternative Dispute Resolution Act of Bhutan 2013**.

13. Independent Service Provider

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

14. Intellectual Property Rights

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

15. Failure to Perform

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

16. Termination Due to Integrity Violation

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

17. Other Grounds for Termination

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

18. Force Majeure

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(a) For purposes of this Clause, "Force Majeure" means an events beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- (b) If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

19. Accounts and Records

- (a) The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
- (b) Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.
- (c) The Service Provider shall permit ADB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by ADB.

20. Suspension of ADB Loan or Credit.

In the event that ADB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider are being made, the Client is obligated to notify the Service Provider, with copy to the Client's representative, of such suspension within 7 days of having received ADB's suspension notice.

21. Termination Notice Due to Non-payment

If the Service Provider has not received payments due within the 28 days as provided for in Clause 11 [Payment], the Service Provider may immediately issue a 14-day termination notice.

Appendix A

SCOPE OF SERVICES

TERMS OF REFERENCE (TOR) FOR IMPLEMENTATION OF CRITICAL SKILLS TRAINING (CST) PATHWAYS FOR EMERGING SKILLS AND JOBS PROJECT (PESJP), ADB

1. Background

The Royal Government of Bhutan (RGoB) has recently approved the Pathways for Emerging Skills and Jobs Project (PESJP) to support the government's efforts to increase the employability of youth in Bhutan and to implement its strategic plan for transforming the technical and vocational education and training (TVET) system in Bhutan. The project, which is funded by Asian Development Bank (ADB) and the Japan Fund for Prosperous and Resilient Asia and the Pacific (JFPR), aims to reduce youth unemployment, which has risen because of the coronavirus disease (COVID-19) pandemic followed by the economic downturn through expanding the breadth and depth of TVET courses for youth, especially job seekers, women, and people with disability, considering industry demands, youth aspirations, and emerging job opportunities.

The JFPR project aims to increase access to quality inclusive education and skills development programs for people with disabilities. The project has strong pro-poor and socially inclusive features to promote technical and vocational education and training (TVET) for children and youth with disability who are deprived of conducive learning opportunities by coronavirus disease (COVID-19) pandemic disruptions in education. The main beneficiaries are children and youth with disabilities in special education needs (SEN) schools, specialized schools for hearing and visual impairments, and TVET institutions as well as their teachers and instructors.

Critical Skills Development has been identified as a key strategy to address youth unemployment during the 13th FYP. The Department of Workforce Planning and Skills Development (DWPSD), Ministry of Education and Skills Development (MoESD) will be skilling around 1200 individuals in the 13th FYP period through the PESJP, ADB. To achieve the project objective and to provide employable skills, the DWPSD plans to provide skills to 300 job seekers in FY 2024-2025. The areas identified are in accordance with the labor market needs, Bhutan Workforce Futures 2022, and other key HRD/workforce plan documents of the MoESD.

The DWPSD intends to implement the areas of skills training under the CST in partnership with the training providers. The training program is supported by the PESJP, ADB.

1.1 Objective

- a) Create a pool of skilled workforce targeted at gainful employment (including self-employment) opportunities; and
- b) Meet the critical HR requirement of the economy through the supply of skilled and competent workforce

1.2 Scope

The scope of the program includes skilling of youth in the following areas and for implementation in the dzongkhag mentioned in each training area.

Lot	Training Area	Place	Level	Slot
Lot1 (a,b&c)	Graphic Design and Digital Illustration	Sarpang (Gelephu), Pemagatshel and Mongar	Institute Certificate	20 each
Lot 2 (a,b&c)	Social Media Content Creation	Lhuntse, S. Jongkhar and Haa	Institute Certificate	20 each
Lot 3 (a,b&c)	Web Design and Development	Tsirang, Bumthang & Samtse	Institute Certificate	20 each
Lot 4 (a,b&c)	Apparel Design and Tailoring	Trongsa, Punakha and Zhemgang	Institute Certificate	20 each
Lot 5 (a,b&c)	Branding and Digital Marketing	S. Jongkhar, Bumthang & T/Yangtse	Institute Certificate	20 each
Lot 6 (a,b&c)	UX/UI Design	Thimphu, Paro and Wangdue	Institute Certificate	20 each
Lot 7 (a,b&c)	Game Design and Development	Trashigang, Sarpang (Gelephu) and Samtse	Institute Certificate	20 each
Lot 8 (a,b&c)	E-commerce	Thimphu, Chukha (P/Ling) and Sarpang(Gelephu)	Institute Certificate	20 each
Note: The minimum qualification of the applicants must be as per the endorsed curriculum and the duration of the program should be not more than three months				

2. Roles and Responsibilities of Training Provider

The training providers shall be responsible to:

- i. Develop curriculum and seek endorsement from the TTTRC, DWPSD;
- ii. Announce the training areas and slots through the TVET-MIS, the institute's website, and other social media and mass media platforms including BBS;
- iii. Advocate and mobilize participants for the program within 30-60 days from the date of signing the contract;
- iv. Facilitate registration and enrollment of the participants for the training program;

- v. Ensure the selection of the trainees as per the endorsed curriculum of which at least 40% participant should be female (at least 8 or more candidate should be female);
- vi. Sign undertaking with the selected candidates to ensure successful completion of training;
- vii. Submit the final list of participants as per the slot announced (**Annexure 1**) to the DWPSD for endorsement;
- viii. Arrange training venues with the required training facilities, equipment and materials prior to training commencement;
- ix. Display training banner at the training facility in the format provided by the DWPSD;
- x. Ensure the training is delivered in accordance with the endorsed curriculum;
- xi. Ensure provision of monthly stipend of Nu. 3,500 per trainee for the duration of the training;
- xii. Arrange training resources (trainers, curriculum, classrooms, required training equipment/materials, and strong internet facility) in a timely manner for effective training delivery;
- xiii. Ensure a safe working environment during training programs with gender friendly facilities.
- xiv. Ensure effective monitoring mechanism during training delivery, through program briefing, maintain daily attendance (as per the format provided by DWPSD in **Annexure 2**) and assessment of the trainees;
- xv. Submit monthly training report to the DWPSD;
- xvi. Immediately report any withdrawal cases to the DWPSD;
- xvii. Conduct assessment and certification of the trainees;
- xviii. Submit the training completion report to the DWPSD, MoESD within 2 weeks from the completion date; and
- xix. Attend any issues related to the training program raised by the oversight bodies.

3. Roles and Responsibilities of DWPSD, MoESD

The DWPSD shall:

- a) Announce and advocate the program and training partners through Ministry and DWPSD websites and social media platforms;
- b) Verify and approve selected participants for the program within 5 working days of the submission by the training provider;
- c) Assess the training venue and facilities prior to the commencement of the training program;
- d) Conduct monitoring of the training programs and provide necessary feedback for improvement; and

- e) Facilitate the release of payments to the training providers as per the payment terms defined in this TOR.

4. Reports

The training report must contain the following documents:

- a) List of trainees who successfully completed the training,
- b) Report on skills taught during the training,
- c) Daily attendance copy counter-signed by the trainer/program coordinator,
- d) Duly signed stipend payment sheet (as per **Annexure 3**),
- e) Analysis of the trainee’s feedback on the training,
- f) Pictorial evidence during the conduct of the training, and
- g) Copy of training certificates.

5. Cost of Training

The training service provider should propose the cost per participant for the entire duration of the program including:

- a) Monthly stipend of Nu. 3,500 to all participants during the training,
- b) Printing of banners and certificates,
- c) Cost for implementation of proposed core skills.

6. Payment Terms and Schedule

Payment of training costs will be broken down into different parts as follows:

Payment	Time of payment	Documents required
Part 1 Payment – 20% of the contract amount	On signing of the contract	Invoice, unconditional bank guarantee and endorsed curriculum
Part 2 Payment - 30% of the contract amount	Upon submission of student enrollment details and approved by DWPSD	-Trainees enrollment details -Trainees documents (retain with training provider) -Invoice
Part 3 Payment – 50% of the contract amount	After completion of the training and award of Institute Certification	Training completion report as per the clause 4 of the ToR and invoice

Condition: *In case of withdrawal by a candidate for reasons other than health ground, the earlier payment will be recovered from the subsequent payment.*

7. Eligibility Criteria

Registered training providers with the following documents at the time of Request for Proposal submission:

- a) Valid registration certificate (issued by BQPCA);
- b) Valid Trade license (issued by Ministry of Economic Affairs);

8. Eligibility of Trainees

The trainees enrolled for training should fulfill the following requirements:

- a. Be registered as a job seeker;
- b. Have a valid Citizenship Identity card (CID);
- c. Have a valid security clearance certificate;
- d. Have minimum qualification as per the endorsed curriculum for each skills area;
- e. Must be 18 years and above at the time of application deadline; and
- f. Special consideration for enrollment will be provided to people with disabilities.

9. Key Experts and Qualification Requirements

A maximum of four Bhutanese/International key experts should be identified in line with the proposed course.

S N	Key Experts	Qualification
1	Lead Trainer	Bachelor's degree in relevant field with 3 years of relevant work experience and TOT certified for Lot 1,2,3,5,6,5 & 8 <u>For Lot 4 (Apparel Design and Tailoring):</u> Bachelor's in Fashion Design with 2 years of work experience or Diploma/NC3 in Western Garment with 3 years of work experience and TOT certified
2	Assist Trainer/Program Coordinator	Diploma in relevant field with 2 years of relevant experience OR NC3 in relevant field with 5 years of relevant work experience for Lot 1,2,3,5,6,5 & 8 <u>For Lot 4 (Apparel Design and Tailoring):</u> Diploma in Fashion Design with 2 years of relevant work experience or NC3/NC2 in Western Garment with 3 years of relevant work experience and TOT certified

Note: The bidders should submit curriculum vitae, academic qualification certificates and other relevant certificates of the above key experts.

10. Contract Duration

The Contract duration will be based on the approved curriculum. The contact duration will

commence from the implementation of the training program, exclusive of the mobilization period of 30-60 days.

Annexure 1

Details of Selected Candidates							
Name of Training Institute:							
Name of Skills Area:							
S N	Name of Candidates	Sex	Qualification	CID Number	Job seeker no	Dzongkha g	Contact Number
1							
2							
3							
Seal and Sign of Institute/Program Coordinator							

Annexure 2

Daily Attendance of the participants								
Month:								
Name of Training Institute:								
Name of Skills Area:								
SN	Name of Trainees	CID Number	Signature of the Trainees					
			Day 1	Day 2	Day 3	Day 4	Day 5
1								
2								
3								
Seal and Sign of Institute/Program Coordinator								

Annexure 3

Receipt of the Monthly Allowance
Name of Course:

Name of Training Institute:				
Month/Year:				
SN	Name of Candidates	CID Number	Amount	signature on Revenue Stamp
1				
2				
3				
...				
Seal and Sign of Institute/Program Coordinator				

Annexure 4

Course Content

Course Content to be incorporated while developing course curriculum (but not limited to) in the following areas/topics:

SN	Training Area	Outcome of Course
Lot 1 (a,b&c)	Graphic Design and digital illustration	Equip students with both the technical skills and creative thinking necessary for a successful career in graphic design and digital illustration using the latest softwares.
Lot 2 (a,b&c)	Social media Content Creation	Essential skills and knowledge students will gain to create impactful social media content creators and thrive in a dynamic digital landscape (Youtube, Tiktok, Facebook, and ect...).
Lot 3 (a,b&c)	Web Design and Development	Provide the graduates with the skills and information required for a successful career in web design and development using the latest softwares.

Lot 4 (a,b&c)	Apparel Design and Tailoring	Apparel design and Tailoring aims to equip students with the skills and knowledge necessary to design, construct, and finish apparel in the Western style using both manual and electric sewing machines.
Lot 5 (a,b&c)	Branding and Digital marketing	Branding and Digital Marketing typically aims to equip students with the knowledge and skills needed to build strong brands and effectively market them in the most commonly used digital landscape.
Lot 6 (a,b&c)	UX/UI Design	Provide a solid foundation for students interested in pursuing careers in UX/UI design by preparing them to produce successful and user-friendly digital products using the latest most commonly used softwares.
Lot 7 (a,b&c)	Game Design and Development	Game Design and Development typically aims to provide students with the skills and knowledge necessary to create engaging and interactive games using the latest softwares.
Lot 8 (a,b&c)	E-commerce	Prepare students for a variety of roles in the e-commerce industry by providing them with a thorough understanding of both the technical and strategic components of online business operations using the most commonly used platform.