

REQUEST FOR PROPOSALS
PROCUREMENT OF CONSULTING SERVICES
ROYAL GOVERNMENT OF BHUTAN



**“Manufacture, Supply, Installation/Erection, Construction and Finishing
of 500 bedded Fully Self-Contained Quarantine Centers at Amochhu,
Phuentsholing.”**

(August 2022)

ROYAL GOVERNMENT OF BHUTAN

PREFACE

This Standard Request for Proposals (SRFP) is based on the 2009 Procurement Rules and Regulations of the Royal Government of Bhutan. The SRFP must be used in the Procurement of Consulting Services, and can be used with different selection methods, i.e., quality and cost- based selection (QCBS), selection under a fixed budget (FBS) and least-cost selection (LCS). This document will come into effect from 1st July, 2019

To obtain further information on procurement you may contact:

Government Procurement and Property Management Division
Department of National Properties
Ministry of Finance
Royal Government of Bhutan

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REQUEST FOR PROPOSALS
RFP # [insert: RFP number]

Project Name: Construction of 500 bedded Fully Self-Contained Quarantine Centre at Amochhu, Phuentsholing.

Procuring Agency: PROJECT SECRETARIAT (DES, MoWHS)

Title of Consulting Services: Manufacture, Supply, Installation/Erection, Construction and Finishing of 500 bedded Fully Self-Contained Quarantine Centers at Amochhu, Phuentsholing.

SECTION 1: LETTER OF INVITATION

[Insert Invitation Ref No & Date]

[Insert name and address of Consultant]

Dear Mr/Ms *[Insert name, if known]*

The Project Secretariat [Department of Engineering Services, MoWHS] invites proposals to provide the following consulting services: Consulting services for **the [Manufacture, Supply, Installation/Erection, Construction and Finishing of Fully Self-Contained Quarantine Centers at Amochhu, Phuentsholing, for a total project duration of eight (8) Months]** in accordance with the terms of this RFP. More details on the required services are provided in Section 5 - Terms of Reference.

It is not permissible to transfer this invitation to any other firm, person or candidate.

The proposals are to be submitted at the latest by **[02/09/2022 on or before 10:30 HRS]** and the Technical Proposals will be opened on **[02/09/2022 at 14:30 HRS]** along with the documents stated in this RFP document.

The procedural requirements for responding to this invitation are provided in the complete RFP document, which comprises of the following:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 – Eligible Countries

Section 7 - Standard Forms of Contract [*select Lump sum Contract or Time-Based Contract*]

Yours sincerely,

[Insert signature, name, and title of Procuring Agency's representative]

SECTION 2: INSTRUCTIONS TO CONSULTANTS

Definitions

- a) **Consultant:** The individual or legal entity will be entering into a Contract with the Procuring Agency to provide the required Consulting Services.
- b) **Consulting Services:** Expert services of a professional and/ or intellectual nature, provided by the Consultant based on specialized expertise and skills, in areas including, but not limited to, preparing and implementing projects, conducting training, providing technical assistance, conducting research and analysis, preparing designs, supervising the execution of construction and other works, undertaking studies, advising Procuring Agencies, building capacity, preparing tender documents, supervising procurement, and others.
- c) **Contract: For the purpose of this Proposal, the contract shall mean** the formal agreement in writing, which shall include (i) the General Conditions (GC), (ii) the Special Conditions (SC), and the (iii) Appendices, entered into between the Procuring Agency and the Consultant, on terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom of Bhutan, for the provision of the Consulting Services.
- d) **Data Sheet:** Such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) **Day:** A calendar day.
- f) **Government:** Royal Government of Bhutan (RGoB).
- g) **Instructions to Consultants or ITC (Section 2 of the RFP):** The document which provides the Consultants with instructions for preparing their Proposals.
- h) **In Writing:** Communicated in written form (e.g. by mail, electronic mail, fax, telex) with proof of receipt.
- i) **LOI (Section 1 of the RFP):** The Letter of Invitation sent by the Procuring Agency to the prospective Consultants.
- j) **Personnel:** Professional and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- k) **Foreign Personnel** means such professional and support staff who at the time of being so provided have their domicile outside Bhutan;
- l) **Local Personnel** means such professional and support staff who at the time of being so provided have their domicile inside Bhutan.
- m) **Procuring Agency:** RGoB agency with which the selected Consultant will enter into the Contract for the Services.

- l) **Proposal: The Proposal shall mean** the Technical Proposal and the Financial Proposal.
- m) **RFP:** The Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.
- n) **Sub-Consultant:** Any person or entity to whom/which the Consultant subcontracts any part of the Services with the approval of the Procuring Agency.
- o) **Terms of Reference (TOR):** The document included in the RFP under Section 5 which defines the objectives, goals, scope of work, activities, tasks, responsibilities of the Procuring Agency and the Consultant, required outputs and results of the assignment, as well as background information (including a list of existing relevant studies and basic data) to facilitate the Consultants' preparation of their Proposals.

1. Introduction

- 1.1. The Procuring Agency named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for Consulting Services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected.
- 1.3. Consultants should familiarize themselves with local laws and conditions and take these into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a pre-proposal meeting if one is specified in the Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Procuring Agency's representative named in the Data Sheet to obtain additional information on the pre-proposal meeting. Consultants should ensure that this official is advised of the proposed attendance at the meeting in adequate time to allow them to make appropriate arrangements.
- 1.4. Save as expressly provided otherwise, the Procuring Agency will provide at no cost to the Consultant the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.

1.5. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2. Conflict of Interest

2.1. The Procuring Agency requires that Consultants provide professional, objective and impartial advice, and at all times hold the Procuring Agency's interest's paramount and strictly avoid conflicts with other assignments or their own corporate interests. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest, which shall be disclosed to the Procuring Agency and may impact their selection, under any of the circumstances set forth below:

a) **Conflicting Activities:**

A firm that has been engaged by the Procuring Agency to provide goods, works or services other than Consulting Services for a project, and any of its affiliates, shall be disqualified from providing Consulting Services related to those goods, works or services. A firm hired to provide Consulting Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the firm's Consulting Services for such preparation or implementation. For the purposes of this paragraph, services other than Consulting Services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

b) **Conflicting Assignments:**

A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Procuring Agency in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare terms of reference for an assignment, or provide any other services during the preparatory stages of the assignment or of the project of which the assignment forms a part, shall not be hired for the assignment.

- c) **Conflicting Relationships:**
- (i) A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that has a business relationship within a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Agency throughout the selection process and the execution of the Contract.
 - (ii) A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that employs or otherwise engages a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Procuring Agency or has an authority over it also shall not be eligible to be awarded a Contract. For the purposes of this sub-paragraph, a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children.

2.2. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of the Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

2.3. When a Consultant nominates any present or previous government employee as a Personnel in its Technical Proposal, such Personnel must have written certification from the Royal Civil Service Commission of Bhutan or their employer confirming that:

- a) they are not current employees of the Procuring Agency, and
- b) they are on leave without pay from their official position, and
- c) they are allowed to work full-time outside of their previous official position.

Such certification(s) shall be provided to the Procuring Agency by the Consultant as part of its Technical Proposal.

2.4. When the Consultant nominates any former employee of the Procuring Agency as Personnel in its Technical Proposal it must ensure, and so certify in its Technical Proposal, that no conflict of interest exists in the scope of the former employee's inclusion within the Consultant's Personnel being proposed to provide the Services.

3. Unfair Advantage If the Procuring Agency is of the view that a Consultant could derive a competitive advantage from having provided Consulting Services related to the assignment in question, the Procuring Agency will make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

4. Fraud and Corruption

4.1. It is the Procuring Agency’s policy to require that Consultants, their Sub-Consultants and the Personnel of them both observe the highest standards of ethics during the procurement, performance and execution of contracts.¹ In pursuance of this policy, the Procuring Agency:

a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice”² means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value³ to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁴ means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁵ means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁶ means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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

2 “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes staff and employees of any organizations (including any institutions providing finance for the Services) taking or reviewing procurement decisions.

3 “anything of value” includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

4 a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

5 “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attempting to establish proposal prices at artificial, non competitive levels.

6 a “party” refers to a participant in the procurement process or contract execution.

- (v) “obstructive practice” means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under sub-paragraph d below of this paragraph 4.1.
- b) will reject a Proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- c) will sanction a Consultant or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
- d) will have the right to require that a provision be included in the Contract and/or any sub-contracts with the Consultant, requiring Consultants and their Sub-Consultants to permit the Procuring Agency, any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their submission of proposals and contract performance, and to have them audited by auditors appointed by the Procuring Agency;
- e) Requires that Consultants, as a condition of admission to eligibility, execute and attach to their Proposals an Integrity Pact Statement in the form provided in Form TECH-8 of Section 3 as specified in ITC. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Proposal; and
- f) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action as per the statutes and provisions of the relevant agency.

- 4.2. It is a condition of appointment that Consultants, their Sub-Consultants, and their affiliates shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Procuring Agency as contemplated under paragraph 4.1(c). Furthermore, Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 4.3. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal Submission Form (Section 4).

5. Origin of Goods and Consulting Services

- 5.1. Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
 - a) as a matter of law or regulation, RGoB prohibits commercial relations with that country; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, RGoB prohibits any imports of goods or services from that country or any payments to persons or entities in that country.

6. Only one Proposal per Consultant

- 6.1. A Consultant may only submit one Proposal. If a Consultant submits or participates in more than one proposal, such additional Proposals shall be disqualified.

7. Proposal Validity

- 7.1. The Data Sheet indicates the time period during which Consultants' Proposals shall remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best efforts to complete negotiations within this period. Should the need arise, however, the Procuring Agency may request Consultants in writing to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm in writing that, inter alia, they maintain the availability of the Professional staff nominated in the Proposal or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

8. Eligibility of Consultants

- 8.1. The Procuring Agency permits consultants (individuals and firms, including joint ventures and their individual members) from all countries to offer consulting services for RGoB projects.

- 8.2. Furthermore, it is the Consultant's responsibility to ensure that its experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the RGoB in the Applicable Regulations.
- 8.3. In case a shortlisted Consultant intends to associate with other Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the same eligibility criteria as are stipulated for the Consultant.

9. Restrictions for State-Owned Enterprises

- 9.1. State-owned enterprises or institutions may be eligible to submit Proposals and be awarded a Contract only if they can establish to the satisfaction of the Procuring Agency that they:
 - a) are legally and financially autonomous
 - b) operate under commercial law, and
 - c) are not under supervision of the Employer.

10. Exclusion of Consultant or Sub-Consultants

- 10.1 A Consultant and any Sub-consultant shall not be permitted to submit a Proposal or to be awarded the Contract under any of the following circumstances:
 - a) it is insolvent or is in receivership or is a bankrupt or is in the process of being wound up, or has entered into an arrangement with creditors; or
 - b) its affairs are being administered by a court, judicial officer or by an appointed liquidator; or
 - c) it has suspended business, or is in any analogous situation arising from similar procedures under the laws and regulations of its country of establishment; or
 - d) it has been found guilty of professional misconduct by a recognized tribunal or professional body; or
 - e) it has not fulfilled its obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which it is established or of the Kingdom of Bhutan; or
 - f) it is or has been guilty of serious misrepresentation in supplying information in its tender or in the prior process leading to it being classified as a shortlisted Consultant; or
 - g) it has been convicted for fraud and/or corruption by a competent authority; or
 - h) it has not fulfilled any of its contractual obligations with the Procuring Agency in the past; or
 - i) he/she has been debarred from participation in public procurement by any competent authority as per law.

**11. Contents,
Clarification and
Amendment
of the RFP
Document**

- 11.1. The RFP document comprises:
Section 1 – Letter of Invitation
Section 2 – Instructions to Consultants (including Data Sheet)
Section 3 – Technical Proposal – Standard Forms
Section 4 – Financial Proposal – Standard Forms
Section 5 – Terms of Reference
Section 6 – Eligible Countries
Section 7 – Standard Forms of Contract
- 11.2. Prospective Consultants may request a clarification of any part of the RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing to the Procuring Agency’s address indicated in the Data Sheet. The Procuring Agency will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of the inquiry) to all prospective Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 11.4 below.
- 11.3. Apre-proposal meeting will be conducted only if strictly necessary to clarify doubts and concerns of the shortlisted Consultants prior to submission of proposals. Minutes of the pre-proposal meeting shall be circulated to all shortlisted Consultants.

- 11.4. At any time before the submission of Proposals the Procuring Agency may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all shortlisted Consultants and will be binding on them. Consultants shall acknowledge receipt of all addenda before the final date and time established for the submission of Proposals. To give Consultants reasonable time in which to take an addendum into account in their Proposals, the Procuring Agency may, if the addendum is substantial, extend the deadline for the submission of Proposals.

12. Preparation of Proposals

- 12.1. The Proposal, as well as all related correspondence exchanged by the Consultant and the Procuring Agency, shall be written in the language specified in the Data Sheet.

- 12.2. In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing information required by the RFP may result in rejection of a Proposal.

- 12.3. While preparing the Technical Proposal, Consultants must pay particular attention to the following:

- a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture / consortium / association or sub- consultancy it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants, if so indicated in the Data Sheet. In the case where a joint venture / consortium / association is proposed to be used to provide the Consulting Services, all constituents of the joint venture / consortium / association shall be jointly and severally liable, and the Proposal shall indicate which entity will act as the leader of the joint venture / consortium / association.
- b) A shortlisted Consultant must first obtain the approval of the Procuring Agency if it wishes to enter into a joint venture / consortium / association with non-shortlisted or shortlisted Consultant(s). In the case of a joint venture / consortium / association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as joint venture / consortium / association leader.
- c) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or the budget estimated by the Consultant.
- d) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
- e) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**14. Technical
Proposal Format
and Content**

- 14.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 14.2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 14.3. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 14.4. Consultant shall not propose alternative Key Experts (described under the Form TECH-6 (for FTP and STP)). Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 14.5. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**15. Financial
Proposals**

- 15.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs (all-inclusive) associated with the assignment, including (a) remuneration for Key Experts and non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**, and (c) local taxes. For the avoidance of doubt, the prices and costs set out in the Financial Proposal shall be inclusive of:
- a) all activities and items described in the Technical Proposal (whether or not specifically assigned a cost or price in the Financial Proposal); and
 - b) as well as all ancillary and other services and expenditure, whether separately or specifically mentioned or described in the Contract documents or not, which are either indispensably necessary to carry out and bring to completion the Contract, or which may contingently become necessary to overcome difficulties before completion of the Contract.
- 15.2. For assignments with a duration exceeding twelve (12) months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so, stated in the **Data Sheet**.
- 15.3. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- 15.4. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

16. Taxes

16.1. The Consultant and its Sub-consultants are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Employer's country is provided in the **Data Sheet**.

17. Sealing & Submission of Proposals

17.1. The original Proposal (Technical Proposal and, if required, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. The person who signed the Proposal must initial such corrections. Submission letters for the Technical and Financial Proposals shall respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

17.2. An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "**Original**".

17.3. The Technical Proposal shall be marked "**Original**" or "**COPY**" as appropriate. Technical Proposals shall be sent to the addresses referred to in paragraph 17.6 and in the number of copies indicated in the **Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.

17.4. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "**Financial Proposal**" followed by the reference number and name of the assignment, and with a warning "**Do Not Open With the Technical Proposal.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked "**CONFIDENTIAL – Do Not Open, Except In the Presence of the Appointed Opening Official(s), Before** [*insert the time and date of the submission deadline indicated in the Data Sheet*]". The Procuring Agency shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

17.5. All inner envelopes shall:

- a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant;
- b) be marked "ORIGINAL" or "COPIES"; and

- c) indicate the name and address of the Consultant to enable the Proposal to be returned unopened in case it is declared late pursuant to paragraph 16.7 hereunder.

17.6. All inner and outer envelopes shall be sealed with adhesive or other sealant, which will prevent re-opening. The Proposals shall be delivered by hand or by registered post in sealed envelopes to the address/addresses indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 11.4. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened.

18. Withdrawal and Substitution of Proposals

18.1. A Consultant may withdraw or substitute its Proposal after it has been submitted by sending a written notice in the same manner that Proposals are sent under paragraph 17, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with paragraph 17.2. Any substitution of a Proposal must accompany the respective written substitution notice. All notices must be:

- a) submitted in the same manner that Proposals are sent under paragraph 17 above (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “**Withdrawal**” or “**substitution**”; and
- b) Received by the Procuring Agency prior to the deadline prescribed for submission of Proposals, in accordance with paragraph 17.6.

18.2. Proposals requested to be withdrawn in accordance with paragraph 18.1 shall be returned unopened to the Consultants.

18.3. No Proposal may be withdrawn or substituted in the interval between the deadline for submission of Proposals and the expiry of the period of Proposal validity specified by the Consultant in its Proposal or any extension thereof. Any such withdrawal shall result in the debarment of the Consultant by competent authority as per law.

19. Opening of Technical Proposals

19.1. Immediately after the closing date and time for submission of Proposals, any envelopes marked “Withdrawal” and accompanied by a properly authorized withdrawal notice shall be put aside, and stored safely and securely ready for return to the Consultant.

19.2. The Procuring Agency then shall open all remaining Technical Proposals, including any substitutions accompanied by a properly authorized substitution notice. The Financial Proposals shall remain sealed and securely stored.

20. Evaluation to be Confidential

- 20.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Consultant to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for the award of Contract may result in the rejection of the Consultant's Proposal.
- 20.2. After the opening of Proposals, information concerning the Proposal documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Procuring Agency's Proposal Evaluation Committee.
- 20.3. The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.
- 20.4. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

21. Evaluation of Technical Proposals

- 21.1. The Proposal Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and points system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the Data Sheet.

22. Public Opening of Financial Proposals (only for QCBS, FBS, and LCS)

- 22.1. After the evaluation of the Technical Proposals is completed, the Procuring Agency shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark, or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing those Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 22.2. Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The names of the Consultants and their technical scores shall be read aloud. The Financial Proposals of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information read out and recorded:

- a) name of the Consultant;
- b) points awarded to the Technical Proposal; and
- c) total price of the Financial Proposal.

The prices also shall be written on a notice board for the public to copy

22.3. The Procuring Agency shall prepare a record of the opening of the Financial Proposals, which shall include the information disclosed to those present in accordance with paragraph 22.2 above. The minutes shall include, as a minimum:

- a) the assignment title and reference number;
- b) the date, time and place of opening of the Financial Proposals;
- c) the prices offered by the Consultants;
- d) the name and nationality of each Consultant;
- e) the names of attendees at the opening of the Financial Proposals, and of the Consultants they represent;
- f) details of any complaints or other comments made by Consultants' representatives attending the opening of the Financial Proposals, including the names and signatures of the representatives making the complaint(s) and/or comment(s); and
- g) the names, designations and signatures of the members of the Procuring Agency's Proposal Opening Committee.

22.4. The Consultants' representatives who are present shall be requested to sign the record. The omission of a representative's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Consultants who submitted Proposals.

23. Correction of Errors

23.1. The Proposal Evaluation Committee will correct any computational errors. When correcting computational errors, in case of any discrepancy between a partial amount and the total amount, or between words and figures, the former shall prevail. In addition to the above corrections, as indicated under paragraph 15.1, activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

23.2. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal:

- a) if the Time-Based form of Contract has been included in the RFP, the Proposal Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, and
- b) if the Lump-Sum form of Contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

24. Conversion to Single Currency

24.1. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

25. Combined Quality and Cost Evaluation

25.1. In the case of QCBS, the lowest evaluated Financial Proposal will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

25.2. In the case of Fixed-Budget Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal within the budget and invite such Consultant to negotiate the Contract. Proposals that exceed the indicated budget will be rejected.

25.3. In the case of Least-Cost Selection, the Procuring Agency will select the lowest proposal among those that passed the minimum technical score and invite such Consultant to negotiate the Contract.

26. Negotiations

26.1. Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure to satisfy this requirement may result in the Procuring Agency proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

27. Technical Negotiations

27.1. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, any suggestions made by the Consultant to improve the Terms of Reference, and the Special Conditions of Contract. The Procuring Agency and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated as part of the Contract. Special attention will be paid to defining clearly the inputs and facilities required from the Procuring Agency in order to ensure satisfactory implementation of the assignment. The Procuring Agency shall prepare minutes of the negotiations, which shall be signed by the Procuring Agency and the Consultant. The negotiations shall not substantially alter the original Terms of Reference or the terms of the Contract.

28. Financial Negotiations

- 28.1. If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Consultant's tax liability in Bhutan, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- 28.2. In the cases of QCBS, Fixed-Budget Selection and the Least-Cost Selection methods involving time-based Contracts, unless there are exceptional reasons the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- 28.3. In the case of a Lump Sum Contract where price is a factor of selection, the price shall not be negotiated.
- 28.4. Reimbursable costs are payable on an actual expense incurred basis, and thus shall not be subject to financial negotiation.

29. Availability of Professional Staff/Experts

- 29.1. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Procuring Agency expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the Professional staff will be made and kept available to provide the Consulting Services. The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

30. Conclusion of the Negotiations

- 30.1. Negotiations will conclude with a review of the draft Contract. To complete the negotiations, the Procuring Agency and the Consultant will initial the agreed Contract. 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 whose Proposal received the second highest combined technical and financial score to negotiate a Contract. Once negotiations commence with the second ranked Consultant the Procuring Agency shall not reopen the earlier negotiations.

31. Procuring Agency's Right to Accept or Reject Any or All Proposal

31.1. The Procuring Agency reserves the right to at its sole discretion accept or reject any Proposal, and/or to annul the Request for Proposals process and reject all Proposals at any time prior to Contract award, without incurring any liability to Consultants.

32. Letter of Intent to Award/Award of Contract

32.1. The Procuring Agency shall notify the concerned Consultant whose Proposal has been selected in writing (as per the format in Section 4- hereafter called the Letter of Intent to Award) that the Procuring Agency intends to accept its Proposal and the information regarding the name, address and amount of the selected Consultant shall be given to all other Consultants who submitted Proposals. Such notification should be communicated in writing, including by cable, facsimile, telex or electronic mail to all the Consultants on the same day of dispatch. The Procuring Agency shall ensure that the same information is uploaded on their website on the same day of dispatch.

32.2. If no Consultant submits any complaint pursuant to ITC 34 within a period of ten (10) days of the notice provided under ITC 32.1, after completing negotiations. 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 Procuring Agency's website.

32.3. The notifications to all unsuccessful Consultants, and the notification on the Procuring Agency's website, shall include the following information:

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

32.4. The time taken to notify unsuccessful Consultants and publish the notification of award on the Procuring Agency's website may in no circumstances exceed fifteen (15) days from the date of the decision to award the Contract to the successful Consultant.

32.5. 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 and comply 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.

32.6. 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 representatives, with the date of signature;

- b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall normally be not 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 Contract shall be awarded to the next lowest evaluated Consultant. Such a failure shall be considered as a withdrawal of the Consultant's Proposal and the provisions of Clause 18.3 shall apply.

32.7. The Consultant is expected to commence performing the Contract on the date and location specified in the Data Sheet.

33. Confidentiality

33.1. Information relating to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract and to the extent provided for under these Instructions to Consultants. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the RGoB's anti-fraud and corruption policy.

34. Complaint and Review

34.1. Any Consultant has the right to complain if it has or is likely to suffer, loss or injury due to breach of a duty imposed on the Procuring Entity by the provisions of this document.

34.2. Any such complaint shall be submitted by the Complainant in writing to the Procuring Agency within ten (10) days from the date of issuance of the Letter of Intent to Award to the successful Consultant.

34.3. The Head of the Procuring Agency shall within seven (7) days after the submission of the complaint issue a written decision on the complaint to the Complainant.

34.4. In the event that the Complainant is dissatisfied with the decision of the Head of the Procuring Agency, the Complainant may lodge an appeal to the Independent Review Body (IRB), through GPPMD, MoF (IRB Secretariat), within five (5) days of the decision of the Head of the Procuring Agency or where no such decision has been rendered within fifteen (15) days of the original complaint. In the event that such an appeal is lodged, a copy of the appeal documents shall be given to the Procuring Agency on the same day.

34.5. Once the appeal documents are received by the Procuring Agency, it shall not proceed further with the procurement process and execution of the Contract until the receipt of notification from the Independent Review Body Secretariat of the outcome of the Complainant's appeal.

34.6. The Consultants' right to make a complaint and lodge an appeal under

this paragraph 34 shall be the sole and exclusive for any breach of duty by the Procuring Agency arising out of or in relation to this Request for Proposals. Apart from the Consultants' rights and recourse under this paragraph 34, the Procuring Agency shall not be liable to the Consultants, whether in contract, tort or otherwise, for any loss, damage or injury that has been or may be suffered by the Consultants arising out of or relating to this Request for Proposals.

**35. Debriefing by
the Procuring
Agency**

- 35.1. On the receipt of the Procuring Agency's ~~Letter~~ Letter of Intention to Award referred to in ITC 32, an unsuccessful Consultant has three (3) working days to make a written request to the Procuring Agency for debriefing. The Procuring Agency shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.
- 35.2. Where a request for debriefing is received within the deadline, the Procuring Agency shall provide the debriefing within five (5) working days.
- 35.3. The Procuring Agency shall only discuss the Proposal of the Consultant which requested for the debriefing and shall not discuss the other Consultants' Proposals. The debriefing shall not include:
- a) point-by-point comparisons with other Proposals; and
 - b) information that is confidential or commercially sensitive to other Consultants.
- 35.4. The purpose of debriefing is to inform the aggrieved Consultant of the reasons for lack of success, pointing out the specific shortcomings in its Proposal without disclosing the contents of other Proposals.

**INSTRUCTIONS TO CONSULTANTS
DATA SHEET**

[Comments in brackets provide guidance for the preparation of the Data Sheet; they should not appear on the final RFP to be delivered to the shortlisted Consultants]

ITC Paragraph Reference	Details
1.1	<p>Name of the Procuring Agency: Project Secretariat, Department of Engineering Services, (DES) Ministry of Works and Human Settlement (MoWHS) for the Construction of 2500 bedded Fully Self-Contained Permanent Quarantine Centres.</p> <p>Method of selection: Quality and Cost Based Selection (QCBS)</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes (Refer to Terms of Reference)</p> <p>The name of the project for which the Consulting Services are: Manufacture, Supply, Installation/Erection, Construction and Finishing of 500 bedded Fully Self-Contained Quarantine Centers at Amochhu, Phuentsholing.</p> <p>The scope of the assignment and expected time of its completion are: Refer to the Terms of Reference (ToR). The Contract in all aspects has to be completed in Eight (8) Months.</p>
1.3	<p>A pre-proposal conference will be held: Not Applicable</p> <p>The Procuring Agency's representative is: Director, DES, MoWHS, Thimphu. Telephone No.: 02-321828</p>
1.4	<p>The Procuring Agency will provide the following inputs and facilities:</p> <ol style="list-style-type: none"> a. Architectural, Plumbing & Sanitation and Electrical drawings; inclusive of Site Plans, individual building plans, Elevations & Sections. b. Terms of Reference containing specifications. c. Standard Bidding Documents. d. Bill of Quantities (BoQ) for PEB and ancillary civil works. e. Finishing schedule and list of preferred brand list for civil and electrical works.
4.1 (e)	<p>The consultant shall submit a signed Integrity Pact: Yes</p>
7.1	<p>Proposals must remain valid Eight (8) months after the award of the contract.</p>
8.0	<p>The national large construction company registered in W3 category with Construction Development Board (CDB) of Bhutan in association with an International Principal Manufacturer of PEB Structures and Components is eligible to participate in the bidding process.</p> <p>The lead partner for the association should be the national large contractor. The international PEB Principal Manufacturer should produce evidence of its establishment in its country of origin. The proposal from the association shall be considered responsive if following pre-eligibility criteria are met;</p> <ol style="list-style-type: none"> 1. The association has an international partner registered as Principal manufacturer of

	<p>PEB structures and component from the relevant government agencies in its country of origin.</p> <p>2. The international partner has average annual turnover equivalent to Nu. 350 million or more for last three years.</p> <p>3. The international partner has experience of executing similar turn key projects of same or higher value than the current proposal for last five years.</p> <p>4. The average annual turn over for national large construction company (lead partner) should be more than Nu. 200 million for last three years.</p>
11.2	<p>Clarifications may be requested not later than 4 (Four) days before the submission date. The address for requesting clarifications is: Chief Engineer (Project Secretariat) Engineering Service Division (ESD), DES, MoWHS, Thimphu. Telephone No:02-324358 Facsimile:02-323105 E-mail: dnorbu@mowhs.gov.bt</p>
11.3	A pre-proposal meeting will not be conducted.
12.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: Not Applicable

12.3 (b)	The estimated number of professional staff-months required for the assignment is: Eight (8) Months.
13.1	Proposals shall be submitted in the following language: English
14.1	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope (A) with the Technical Proposal:</p> <ol style="list-style-type: none"> 1. Power of Attorney to sign the Proposal-Applicable 2. TECH-1- Applicable 3. TECH-2- Applicable 4. TECH-3- Not Applicable 5. TECH-4- Applicable 6. TECH-5- Applicable 7. TECH-6- Applicable 8. TECH-7- Applicable 9. TECH-8- Applicable <p>The bidder shall submit the technical proposal as per the technical proposal form attached in Section 3: Technical proposal-standard forms and Term of Reference (ToR). Submission of incomplete technical forms shall lead to disqualification of the technical bids.</p> <p>AND</p> <p>2nd Inner Envelope (B) with the Financial Proposal:</p> <ol style="list-style-type: none"> 1. FIN-1-Should be submitted using standard form Section V: Bidding forms (Contractor’s bids) prescribed in SBD of works. 2. FIN-2-Not Applicable 3. FIN-3-Not Applicable 4. FIN-4-Not Applicable
14.5	The format of the Technical proposal to be submitted is: Full Technical Proposal (FTP)
15.1	The financial proposal shall be submitted separately in Envelop B in the standard forms provided in Section V: Bidding forms, Contractor’s bid of Standard Bidding Documents (SBD) of the Works.
15.2	A Price Adjustment provision applies to remuneration rates: No
15.3	Consultant to state local cost in Ngultrum: Yes
16.1	Information on the Consultant’s tax obligations in the Client’s country can be found in Income Tax Act of Kingdom of Bhutan, 2001.
17.3	The Consultant must submit the original and 1(one) copies of the Technical Proposal.

17.6	<p>The Proposal submission address is: Director, DES, MoWHS, Thimphu Proposals must be submitted no later than the following date and time: 01/09/2022 at 10:30 HRS</p>																																																					
19.2	<p>The opening of technical Proposals Conference of Director, DES, MoWHS Date: 01/09/2022 Time: 14:30 HRS</p>																																																					
21.1	<table border="1"> <thead> <tr> <th colspan="3" data-bbox="379 510 1524 611" style="background-color: #e0e0e0;">Criteria, sub-criteria and the points system for the evaluation of Full Technical Proposals are:</th> </tr> <tr> <th data-bbox="379 611 483 696">Sl. No.</th> <th data-bbox="483 611 1377 696">Evaluation Criteria/Sub-Criteria</th> <th data-bbox="1377 611 1524 696">Max. Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="379 696 483 801" style="text-align: center;">I</td> <td data-bbox="483 696 1377 801" style="text-align: center;">Specific experience and turnover of the PEB Principal Manufacturer and national large contractor relevant to the assignment.</td> <td data-bbox="1377 696 1524 801" style="text-align: center;">40.00</td> </tr> <tr> <td data-bbox="379 801 483 887" style="text-align: center;">A</td> <td data-bbox="483 801 1377 887">Experience as Principal manufacturer in executing turn key projects similar to the proposed project.</td> <td data-bbox="1377 801 1524 887" style="text-align: center;">10.00</td> </tr> <tr> <td data-bbox="379 887 483 972" style="text-align: center;">1</td> <td data-bbox="483 887 1377 972">Above five (>5) numbers of similar turn key projects completed within last five years.</td> <td data-bbox="1377 887 1524 972" style="text-align: center;">10.00</td> </tr> <tr> <td data-bbox="379 972 483 1057" style="text-align: center;">2</td> <td data-bbox="483 972 1377 1057">With three to five (3 to 5) numbers of similar turn key projects completed within last five years.</td> <td data-bbox="1377 972 1524 1057" style="text-align: center;">5.00</td> </tr> <tr> <td data-bbox="379 1057 483 1142" style="text-align: center;">3</td> <td data-bbox="483 1057 1377 1142">Less than three (<3) numbers of similar turn key projects completed within last five years.</td> <td data-bbox="1377 1057 1524 1142" style="text-align: center;">2.00</td> </tr> <tr> <td data-bbox="379 1142 483 1227" style="text-align: center;">4</td> <td data-bbox="483 1142 1377 1227">No experience in similar turn key projects completed within last five years.</td> <td data-bbox="1377 1142 1524 1227" style="text-align: center;">0.00</td> </tr> <tr> <td data-bbox="379 1227 483 1312" style="text-align: center;">B</td> <td data-bbox="483 1227 1377 1312">Average annual turnover of the principal manufacturer by executing similar turn key projects for last three years.</td> <td data-bbox="1377 1227 1524 1312" style="text-align: center;">10.00</td> </tr> <tr> <td data-bbox="379 1312 483 1397" style="text-align: center;">1</td> <td data-bbox="483 1312 1377 1397">More than Nu. 350 million as average annual turnover for the principal manufacturer by executing similar turn key projects for last three years.</td> <td data-bbox="1377 1312 1524 1397" style="text-align: center;">10.00</td> </tr> <tr> <td data-bbox="379 1397 483 1482" style="text-align: center;">2</td> <td data-bbox="483 1397 1377 1482">With Nu. 250 to 350 million as average annual turnover for the principal manufacturer by executing similar turn key projects for last three years.</td> <td data-bbox="1377 1397 1524 1482" style="text-align: center;">5.00</td> </tr> <tr> <td data-bbox="379 1482 483 1568" style="text-align: center;">3</td> <td data-bbox="483 1482 1377 1568">Less than Nu. 250 million as average annual turnover for the principal manufacturer by executing similar turn key projects.</td> <td data-bbox="1377 1482 1524 1568" style="text-align: center;">0.00</td> </tr> <tr> <td data-bbox="379 1568 483 1653" style="text-align: center;">C</td> <td data-bbox="483 1568 1377 1653">Experience of registered national large contractor in executing works under W3 Category</td> <td data-bbox="1377 1568 1524 1653" style="text-align: center;">10.00</td> </tr> <tr> <td data-bbox="379 1653 483 1738" style="text-align: center;">1</td> <td data-bbox="483 1653 1377 1738">Above three (>3) numbers of works under W3 Category projects completed in last five years.</td> <td data-bbox="1377 1653 1524 1738" style="text-align: center;">10.00</td> </tr> <tr> <td data-bbox="379 1738 483 1823" style="text-align: center;">2</td> <td data-bbox="483 1738 1377 1823">With one to three (1 to 3) numbers of works under W3 Category projects completed in last five years.</td> <td data-bbox="1377 1738 1524 1823" style="text-align: center;">5.00</td> </tr> <tr> <td data-bbox="379 1823 483 1908" style="text-align: center;">3</td> <td data-bbox="483 1823 1377 1908">Less than one (<1) number of works under W3 Category projects completed in last five years.</td> <td data-bbox="1377 1823 1524 1908" style="text-align: center;">0.00</td> </tr> <tr> <td data-bbox="379 1908 483 1993" style="text-align: center;">D</td> <td data-bbox="483 1908 1377 1993">Average annual turnover of the registered national large contractor for last three years.</td> <td data-bbox="1377 1908 1524 1993" style="text-align: center;">10.00</td> </tr> </tbody> </table>			Criteria, sub-criteria and the points system for the evaluation of Full Technical Proposals are:			Sl. 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	3	Less than Nu. 100 million as average annual turnover for the principal manufacturer by executing similar turn key projects for last three years.	0.00
	Total for I		40.00
II			
		Adequacy of the proposal and alignment of work plan to complete the project as per the client's requirement.	5.00
A	1	Designs, specifications proposed as per client's requirement	3.00
	2	Designs, specifications not aligned as per client's requirement	0.00
B	1	Work plan aligned to client's requirement, meticulously specified to manufacture, supply, install and finishing all scope of works included in ToR.	2.00
	2	Work plan not aligned as per client's requirement.	0.00
	Total for II		5.00
III			
		Key technical personnel qualification, experience and competence for the proposed project.	45.00
A	Project Manager (1 number)		13.00
	1	Bachelor Degree with more than five (>5) years of professional experience in construction/project management (100% of 13)	13.00
	2	Bachelor Degree with three to five (3 to 5) years of professional experience in construction/project management (38% of 13)	5.00
	3	Bachelor Degree with two to three (2 to 3) years of professional experience in construction/project management (15% of 13)	2.00
	4	Bachelor Degree with less than two (<2) years of professional experience in construction/project management (0% of 13)	0.00
B	Structural/Project Engineer		12.00
	1	Master's Degree in civil engineering (structures) with more than five (>5) years of professional experience in structural design of similar projects (100% of 12)	12.00
	2	Master's Degree in civil engineering (structures) with three to five (3 to 5) years of professional experience in structural design of similar projects (41% of 12)	5.00
	3	Master's Degree in civil engineering (structures) with two to three (2 to 3) years of professional experience in structural design of similar projects (16% of 12)	2.00
	4	Master's Degree in civil engineering (structures) with less than two (<2) years of professional experience in structural design of similar projects (0% of 12)	0.00
C	Site Engineers (2 numbers); (5 points each)		10.00

1	a	Bachelor's Degree in Civil Engineering from a recognized University with more than two (>2) years of professional experience in similar construction projects (100% of 5). OR	5.00
	b	Diploma in Civil Engineering from a reputed institution with more than five (>5) years of professional experience in similar construction projects (100% of 3.5).	5.00
2	a	Bachelor's Degree in Civil Engineering from a recognized University with less than two (<2) years of professional experience. (0% of 3.5). OR	0.00
	b	Diploma in Civil Engineering from a reputed institution with less than five (<5) years of professional experience. (0% of 3.5)	0.00
D Electrical Engineers (1 number)			5.00
1	a	Bachelor Degree in Electrical Engineering from a recognized University with more than two (>2) years of professional experience in similar projects. (100% of 5). OR	5.00
	b	Diploma in Electrical Engineering from a reputed institution with more than five (>5) years of professional experience in similar projects. (100% of 5)	5.00
2	a	Bachelor Degree in Electrical Engineering from a recognized University with less than two (<2) years of professional experience. (0% of 5). OR	0.00
	b	Diploma in Electrical Engineering from a reputed institution with less than five (<5) years of professional experience. (0% of 5)	0.00
E Fresh Graduate Civil Engineer (1 number);			5.00
1	a	Fresh civil engineer graduate trained and certified in CMS, OHS, e-GP & CDB refresher courses	5.00
	b	Fresh civil engineer graduate not trained and certified in CMS, OHS, e-GP & CDB refresher courses	0.00
Total for III			45.00
IV Engagement of national key technical personnel and TTI graduates for the project.			10.00
A Engagement of national key technical personnel.			5.00
1	All proposed key technical personnel are nationals (100% of 5)		5.00
2	With (50-100%) proposed key technical personnel are nationals (50% of 5)		2.00
3	With (25-50%) proposed key technical personnel are nationals (25% of 5)		1.00
4	With less than 25% proposed key technical personnel are nationals (0% of 5)		0.00
B Engagement of TTI graduates for the project.			5.00
1	Engagement of more than 10 numbers of TTI graduates (excluding key technical personnel) for the specified projects (100% of 5)		5.00
2	Engagement of 6 to 10 numbers of TTI graduates (excluding key technical personnel) for the specified projects (40% of 5)		2.00
3	Engagement of 3 to 5 numbers of TTI graduates (excluding key technical personnel) for the specified projects (20% of 5)		1.00
4	Engagement of less than 2 numbers of TTI graduates (excluding key technical personnel) for the specified projects (0% of 5)		0.00

			Total for IV	10.00
			Grand Total (I+II+III+IV)	100.00
	<p>Document Required:</p> <p>The association shall provide following details of the proposed manpower and their experience records in the relevant Forms included in this SRFP, SBD and ToR.</p> <p>A) For Proposed Key personnel</p> <ol style="list-style-type: none"> 1. Signed CVs of technical manpower committed. 2. Copies of Citizenship ID Cards or work permit/ Passport/ Election/Voter ID cards (for foreign workers) of all manpower committed. 3. Copies of contract agreements with all personnel if they have been hired on contract by the association. 4. Copies of Provident Fund Account Documents for all regular personnel or payrolls or Copies of monthly remittance schedule of Health Contribution and Tax Deducted at Source for all regular personnel committed for this project 5. Copy of Certificate for skilling of engineers (Construction) in addition to the above applicable documents. <p>B) For Similar work experience</p> <ol style="list-style-type: none"> 1. Copies of similar work experience certificates for the association carried out within last five years. <p>Non-submission of above supporting documents or evidence for key personnel and similar work experience certificate by bidder shall affect the scoring of points in evaluation purpose. Translations in English must be submitted along with the copy of original if the certificates are not in English.</p> <p>Responsiveness of the bid and mandatory documents:</p> <p>The proposal will be deemed non-responsive and lead to disqualification of bids if the consortium fail to authenticate and submit following documents;</p> <ol style="list-style-type: none"> 1. Registration and certification of the international partner as principal manufacturer of PEB structures and component from the relevant government agencies in its country. 2. Tax clearance certificates or other relevant documents to validate that the principal manufacturer's average annual turnover for last three years is more than Nu. 350 million. 3. Experience of international partner in executing similar turn key projects of worth more than current proposal. 4. Valid registration certificates from Construction Development Board of Bhutan that the lead partner is national large construction company registered in W3 category. 5. Tax clearance or other relevant documents to validate that the lead partner has an average annual turnover of more than Nu. 200 million for last three years. 			
	The minimum technical score (St.) required to pass is: 75 Points			
24.1	<p>The single currency for price conversions is Bhutanese Ngultrum (BTN).</p> <p>The source of official selling rates is the Royal Monetary Authority of Bhutan. The date of exchange rates is: Not applicable.</p>			

25.1	<p>The formula for determining the financial scores is the following:</p> <p>The financial bids of the association will be opened for only those proposal obtaining minimum score of 75 points from stage-I evaluation. The bids shall be further evaluated both the technical and financial (Envelop B) using revised point base system in online e-tool for national large construction company (lead partner).</p> <p>The technical score of the association from the stage one will not be carried forward to stage two of the evaluation process. Refer Terms of Reference (ToR).</p>
26.1	<p>Expected date and address for contract negotiations: Will be notified later.</p>
32.7	<p>Expected date for commencement of Consulting Services: Will be notified later in the letter of award.</p>

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Forms

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	<i>For FTP limit up to 40 pages And For STP limit up to 10 pages</i>
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓ If applicable		TECH-7	Drawings/Specifications	
✓	✓	TECH-8	Integrity Pact	

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.

Form TECH-1

Technical Proposal Submission Form

Date: _____

To:

-----[Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for _____

_____ [Insert title of assignment] in accordance with your Request for Proposals (RFP) dated _____ [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal as a joint venture _____ with _____ the _____ following members: _____ {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy _____ {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 7.1.
- c) We have no conflict of interest in accordance with ITC 2.
- d) We meet the eligibility requirements as stated in ITC 8, and we confirm our understanding of our obligation to abide by the RGoB's policy in regard to Fraud and Corruption as per ITC 4.

- e) We, including any sub consultants for any part of the Contract, have nationalities from eligible countries in accordance with ITC Sub-Clause 5.1;
- f) Except as stated in the Data Sheet, 29, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 14.4 and ITC 29, may lead to the termination of Contract negotiations.
- g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 32.7 of the Data Sheet. We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}*: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Form TECH-2 (for Full Technical Proposal Only) Consultant's

Organization and Experience

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

3. List only previous similar assignments successfully completed in the last **5 (Five)** years.
1. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in BTN/ equivalent)/ Amount paid to your firm	Role on the Assignment
<i>{e.g., Jan.2009–Apr.2010}</i>	<i>{e.g., "Improvement quality of.....": designed master plan for rationalization of; }</i>	<i>{e.g., Ministry of, country}</i>	<i>{e.g., BTN1 mill/BTN 0.5 mill}</i>	<i>{e.g., Lead partner in a JV A&B&C}</i>
<i>{e.g., Jan-May 2008}</i>	<i>{e.g., "Support to sub-national government....." : drafted secondary level regulations on.....}</i>	<i>{e.g., municipality of....., country}</i>	<i>{e.g., BTN 0.2 mil/ BTN 0.2 mil}</i>	<i>{e.g., sole Consultant }</i>

Form TECH-3 (for Full Technical Proposal)

Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Client

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4 (for Full Technical Proposal Only)

Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{ Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing }

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

Form TECH-5 (for FTP and STP)

Work Schedule and planning for deliverables

No.	Deliverables ¹ (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

**Form TECH-6
(Continued)**

CURRICULUM VITAE (CV)

Position Title and No.	<i>{e.g., K-1, TEAM LEADER}</i>
Name of Expert:	<i>{Insert full name}</i>
Date of Birth:	<i>{day/month/year}</i>
Country of Citizenship/Residence	

Education: *{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}*

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/ position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr.]		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert’s contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{ day/month/year }

Name of Expert
Date

Signature

{ day/month/year }

Name of authorized
Date
Representative of the Consultant (the
same who signs the Proposal)

Signature

FORM TECH-7 DRAWINGS/SPECIFICATIONS

-----ATTACHED-----

[Provide here a list of drawings and specifications (if any) contained within the Technical Proposal, and annex these hereto.]

FORM TECH-8 INTEGRITY PACT

INTEGRITY PACT

1. General:

Whereas, **Mr. Karma Dupchuk, Director** the Head of the Procuring Agency of the **Department of Engineering Services, MoWHS**, Royal Government of Bhutan, hereinafter referred to as the “Employer” on one part, and..... Business [1] registered with the authority concerned, hereinafter referred to as the “Bidder” on the other part hereby shall execute this pact as follows:

Whereas, the Employer and the Bidder agree to abide by the terms and conditions stated in this document, hereinafter referred to as ‘IP’.

This IP is applicable to all contracts [2] related to works, goods and services.

2. Objectives:

This IP aims to prevent all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the bidding process [3] and contract administration [4], with a view to:

- 2.1. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

4. Commitments of the Employer:

The Employer commits itself to the following:

- 4.1. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2. The Employer hereby confirms that its officials shall declare conflict of interest and if any official(s) or his or her relative or associate has a private or personal interest in a decision to be taken by the Employer, those officials shall not vote or take part in a proceeding or process of the Employer relating to such decisions.
- 4.3. Officials of the Employer, who may have observed or noticed or have reasonable suspicion of person(s) who breaches or attempts to breach the conditions under clauses 4.1 and 4.2. shall report it to the Employer or the authority concerned.
- 4.4. Following report on breach of conditions under clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings or any other action as deemed fit, shall be initiated by the Employer including criminal proceedings and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/ herself to the following:

- 5.1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3. If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been breached by the Employer or other bidders, the bidder shall report such breach to the Employer or authority concerned.

6. Sanctions:

For the breach of any of the aforementioned conditions, the bidder/employer shall also be liable for offences under the Chapter 4 of the Anti-Corruption Act 2011 and other relevant rules and laws.

7. Monitoring and Administration:

- 7.1. The respective Employer shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2. The Bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

 [1] “Business” means any business, trade, occupation, profession, calling, industry or undertaking of any kind, or any other activity carried on for gain or profit by any person within Bhutan or elsewhere, and includes all property derived from or used in or for the purpose of carrying on such other activity, and all the rights and liabilities arising from such other activity

[2] “Contract” means a formal agreement in writing entered into between the procuring agency and the supplier, service provider or the contractor on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom. The term “contract” will also include “framework contract”.

[3] “Bidding process”, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

[4] “Contract administration”, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting and contract handing/taking over.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at (place) _____ on (date) _____

EMPLOYER

BIDDER/REPRESENTATIVE

CID

:

--	--	--	--	--	--	--	--	--	--	--

CID

:

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Re-imbursable expenses

Form FIN-1
Financial Proposal Submission Form

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures]* which is all-inclusive (including all taxes) {Please note that all amounts shall be the same as in Form FIN- 2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 7.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address	Amount and Purpose of Commission of Agents Currency or Gratuity
_____	_____
_____	_____
_____	_____

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

- We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

Form FIN-2 Summary of Costs

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 15.3 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (15.3 Data Sheet)}
Cost of the Financial Proposal				
Including:				
1. Remuneration				
2. Reimbursables				
3. Taxes				
<u>Total Cost of the Financial Proposal:</u> <i>{Should match the amount in Form FIN-1}</i>				

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 15.3).

FORM FIN-3 Breakdown of Remuneration

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					
				Total Costs				

APPENDIX A. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

Leave cost as percentage of salary =

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.
 - (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff,

research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

SAMPLE FORM

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) the said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges (Model Form I)

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

{* If more than one currency is used, use additional table(s), one for each currency }

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Form FIN-4 Breakdown of Reimbursable Expenses

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency - as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports }							
	{e.g., Office rent}							
							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

STANDARD FORM: LETTER OF INTENT
(Letterhead paper of the Employer)

Notes on standard form of letter of Intent

This issuance of Letter of Intent is the information of the selection of the Proposal of the successful Consultant by the Employer and for providing information to other unsuccessful Consultants who participated in the Proposal as regards the outcome of the procurement process

The Employer shall allow 10 days as described in ITC 28.2 between this letter of intent and letter of acceptance to allow aggrieved Consultants to challenge your decision if they feel they have treated unfairly.

(Insert date)

To:-----[Name and address of the Consultant]

This is to notify you that, it is our intention to award the contract for your proposal dated [Insert date] for provision of *(modify as appropriate)*----- [Insert name of the contract and identification number, as given in the Datasheet] for the Contract Price of----- [Insert name of currency] as corrected and modified[if any corrections] in accordance with the Instructions to Consultant.

Authorized Signature: -----

Name and Title of Signatory:-----

Name of Agency: -----

CC:

[Insert name and address of all other Consultants who submitted the Proposals]

SECTION 5. TERMS OF REFERENCE

~~-----ATTACHED-----~~

SECTION 6. ELIGIBLE COUNTRIES

In reference to ITC 5.1 for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 5.1 (a): **None** [list country/countries RGoB prohibits commercial relations *or* state “none”]

Under the ITC 5.1 (b): **None** [list country/countries *or* indicate “none”]

SECTION 7: STANDARD FORMS OF CONTRACT

[Text in brackets provides guidance to the Procuring Agency for the preparation of the RFP; it should not appear on the final RFP to be delivered to the Consultants]

Two standard forms of Contract are provided:

Annex I: Standard Form of Contract: Consulting Services (Lump-Sum Contract) Annex

II: Standard Form of Contract: Consulting Services (Time-Based Contract)

Circumstances under which these contracts are used are described in their prefaces. The lump-sum remuneration type is likely to be used more frequently under QCBS, Fixed-Budget Selection, and Least-Cost Selection, whereas the time-based type is more likely to be used under QBS.]

The attached Form of Contract shall be used.

ANNEX I: STANDARD FORM OF CONTRACT: CONSULTING SERVICES (LUMP-SUM CONTRACT)

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PREFACE

1. This standard Contract for Consulting Services has been prepared in line with the RGoB 2019 Procurement Rules and Regulations and is to be used by implementing agencies (referred to hereafter as Procuring Agencies) when they hire a consulting firm (referred to hereinafter as the Consultant) to provide services paid for on a lump-sum basis.
 - (i) The Contract includes four parts:
 - (ii) Form of Contract
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Appendices
2. The Procuring Agency using this standard Contract should not alter the General Conditions. Any adjustments or alterations to cater for project features should be made only in the Special Conditions.
3. Lump-sum Contracts are normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risks taken by the Consultant are relatively low, and when therefore such Consultant is prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs - including rates - provided by the Consultant. The Procuring Agency agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, for example reports. A major advantage of the lump-sum Contract is the simplicity of its administration, the Procuring Agency having only to be satisfied with the outputs without monitoring the staff inputs. Studies are usually carried out on a lump-sum basis; for example, surveys, master plans, economic, sector, simple feasibility and engineering studies.

I. Form of Contract

Lump-Sum

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Agency] (hereinafter called the “Procuring Agency”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

WHEREAS

- a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall form part of this Contract and shall be construed in the following order of precedence

- (i) The Special Conditions of Contract;
- (ii) The General Conditions of Contract;
- (iii) The following Appendices: [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]
 - Appendix A: Description of Services _____Not used
 - Appendix B: Reporting Requirements _____Not used
 - Appendix C: Key Personnel and Sub-Consultants _____Not used
 - Appendix D: Breakdown of Contract Price in Foreign Currency _____Not used
 - Appendix E: Breakdown of Contract Price in Local Currency _____Not used
 - Appendix F: Services and Facilities Provided by the Procuring Agency Not used
 - Appendix G: Form of Advance Payment Guarantee _____Not used

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

- a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- b) the Procuring Agency shall make a lump-sum payment to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Procuring Agency]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

etc

II. General Conditions of Contract

1. General Provisions

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **Applicable Laws of Bhutan:** The laws and any other regulations, guidelines and instruments having the force of law in Bhutan.
- (b) **Consultant:** The consultant stated in Part I of this Contract, and which shall be deemed to include each Member, if and where applicable.
- (c) **Consulting Services:** Expert services of a professional and/or intellectual nature, provided by the Consultant based on specialized expertise and skills, in areas including, but not limited to, preparing and implementing projects, conducting training, providing technical assistance, conducting research and analysis, preparing designs, supervising the execution of construction and other works, undertaking studies, advising Procuring Agencies, building capacity, preparing tender documents, supervising procurement, and others.
- (d) **Contract:** The formal agreement in writing, including the General Conditions (GC), the Special Conditions (SC), and the Appendices, entered into between the Procuring Agency and the Consultant which are in compliance with all the relevant provisions of the laws of the Kingdom of Bhutan, for the provision of the required Consulting Services.
- (e) **Contract Price:** The price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) **Day:** A calendar day.
- (g) **Effective Date:** The date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (h) **Foreign Currency:** Any currency other than Bhutanese Ngultrum (BTN).
- (i) **GC:** These General Conditions of Contract.
- (j) **Government:** The Royal Government of Bhutan (RGoB).
- (k) **In writing:** Communicated in written form (eg. by mail, electronic mail, fax, telex) with proof of receipt.
- (l) **Local Currency:** Bhutanese Ngultrum (BTN).
- (m) **Member:** Any of the entities that make up the joint venture / consortium/association of the Consultant (if and where applicable); and “Members” means all these entities.
- (n) **Party:** The Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.
- (o) **Personnel:** Professional and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professional and support staff who at the time of being so provided have their domicile outside Bhutan; “Local Personnel” means such professional and support staff who at the time of being so provided have their domicile in Bhutan; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

- (p) Procuring Agency: RGoB agency with which the selected Consultant signs the Contract for Services.
- (q) Sub-Consultant: Any person or entity to whom/which the Consultant subcontracts any part of the Services with the prior written approval of the Procuring Agency.
- (r) Third Party: Any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-Consultant.

1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of Bhutan.

1.3. Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5. Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Bhutan or elsewhere, as the Procuring Agency may approve.

1.6. Authority of member in charge

In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

1.7. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SC.

1.8. Taxes and duties

The Consultant, Sub-Consultants, and the Personnel of both of them shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Laws of Bhutan as are specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9. Fraud and Corruption

1.9.1. Definitions

It is RGoB's policy to require that Consultants, their Sub-Consultants and the Personnel of both of them observe the highest standards of ethics during the execution of the Contract. In pursuance of this policy, the RGoB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under Clause GC 3.8 (b)

1.9.2. Measures to be taken

- (b) shall be entitled to terminate the Contract without liability if it at any time determines that representatives of the Consultant, any Sub-Consultant, the personnel of either of them, or any other participant in the procurement and Contract execution process, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement and selection process or the execution of the Contract;

- (c) will sanction a Consultant, Sub-Consultant or the personnel of either of them, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
- (d) will report the case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

1.9.3. Commissions and fees

- (e) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives or commission agents with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative or commission agent, the amount and currency, and the purpose of the commission or fee.

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s written notice to the Consultant instructing the Consultant to commence the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2. Commencement and Completion of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC and shall thereafter proceed with due diligence and expedition. The Consultant shall complete each part of the Services in accordance with the [programme] and the whole of the Services by [date] (“**Date for Completion**”).

2.2A. Programme

- (a) Within XX days of the Effective Date, the Consultant shall submit a programme setting out the order and timing in which the Consultant intends to carry out the Services.
- (b) The Consultant shall keep the programme under review and shall amend the same as and when necessary to comply with the Contract.
- (c) The Consultant shall proceed in accordance with the programme, subject to its other obligations under the Contract and the Procuring Agency’s right to require the Consultant to update the programme to comply with the Contract (at no extra cost to the Procuring Agency).

2.2B Extension of Time

The Consultant shall be entitled to an extension of the Date for Completion if and to the extent that completion of the Services is or will be delayed by any of the following causes:

- (a) a variation to the Services;
- (b) any delay, impediment or prevention caused by or attributable to the Procuring Agency, or the Procuring Agency’s other consultants, contractors, or other third parties (except to the extent that such delay, impediment or prevention is attributable to a breach of the Consultant’s

obligations under the Contract);

(c) Force Majeure; or

(d) any other event or circumstance giving an entitlement to an extension of the Date for Completion under the Contract.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as is specified in the SC.

2.4. Modifications or variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Contract, “Force Majeure” means an event or circumstance which prevents or impedes a Party from performing one or more of its obligations under the Contract, if and to the extent that the Party affected by the impediment proves that:

- i. such impediment is beyond that Party’s reasonable control;
- ii. the event or circumstance could not have reasonably been foreseen by such Party before or at the time of entering into the Contract;
- iii. having arisen, such Party could not reasonably have avoided or overcome the impediment with the exercise of reasonable foresight, diligence and care; and
- iv. is not substantially attributable to the acts or omissions of the other Party.

“**Force Majeure**” may include, but is not limited to, circumstances of the kind listed below, so long as each of the conditions set forth in Clauses 2.5.1.a - 2.5.1.d above are satisfied:

- v. war, hostilities (whether declared or not), invasion, act of foreign enemies;
- vi. rebellion, terrorism, sabotage, arson, revolution, insurrection, military or usurped power, or civil war;
- vii. riot, commotion, disorder, strikes, lockouts, boycotts or labour disputes by or between persons other than the Contractor’s employees or other persons for whom the Contractor is responsible;
- viii. plague, epidemic or pandemic; and
- ix. natural catastrophes or disasters such as earthquakes, hurricanes, typhoons or volcanic activity.

2.5.2. Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures to overcome such delay or prevention in carrying out the terms and conditions of this Contract, and (b) has given notice in writing to the other Party as soon as possible about the occurrence of such an event and in any event within 14 days of the occurrence of the event or circumstance, which notice shall be a condition precedent to obtaining any relief under this Clause 2.5.

2.6. Termination

2.6.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Procuring Agency shall give not less than thirty (30) days written notice of termination to the Consultant, or sixty (60) days in the case of the event referred to in paragraph (e) of this Clause GC 2.6.1.

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within thirty (30) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2. By the Consultant

The Consultant may terminate the Contract, by not less than thirty (30) days written notice to the Procuring Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (b) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3. Payment upon termination

Upon termination of the Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Procuring Agency shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c) and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

2.6.4. Letter of Release and Documents upon Termination

- (a) Upon the termination of the appointment of the Consultant under the Contract, the Consultant shall forthwith deliver to the Procuring Agency the following documents, notwithstanding any dispute whatsoever between the Procuring Agency and the Consultant arising out of or in connection with the Contract:
 - i. a letter of release stating its unconditional consent to the appointment of replacement professional consultant(s) for this project by the Procuring Agency; and
 - ii. all original or certified true copies of drawings, plans, specifications and/or other documents prepared by the Consultant for the project and which are required by the Procuring Agency for the construction and completion of the project.
- (b) Without prejudice to the foregoing, upon the termination of the appointment of the Consultant under the Contract, the Consultant shall be deemed to have given its unconditional consent for the appointment by the Procuring Agency of replacement professional consultant(s) for this project.

3. Obligations of the Consultant

3.1. General

3.1.1. Standard of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with the due diligence, skill, care, efficiency and economy expected of a professionally qualified and competent professional experienced in providing services of a similar nature, scope and complexity to the Services.

In particular, without limiting the generality of the foregoing, the Consultant shall perform the Services in accordance with generally accepted professional standards and practices, observe sound management practices and technical supervision, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to

the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Sub- Consultants or third Parties.

3.1.2 Duties of the Contractor

In performing the Services, the Consultant shall:

- (a) comply with all applicable laws, regulations [, codes] and sanctions relating to [anti-bribery and anti-corruption] including but not limited to the [insert relevant laws];
- (b) [not engage in any activity, practice or conduct which would constitute an offence under [insert relevant laws];]
- (c) comply with the Procuring Agency's [ethics and] anti-bribery and anti-corruption policies, in each case as the Procuring Agency [or the relevant industry body] may update them from time to time ("Relevant Policies");
- (d) promptly report to the Procuring Agency any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Contract;
- (e) comply with all reasonable standards of safety and comply with the Procuring Agency's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Procuring Agency any unsafe working conditions or practices;
- (f) comply with the Procuring Agency's policies on [insert relevant policy];
- (g) ensure that all persons associated with the Consultant or other persons who are performing services in connection with this Contract comply with this Clause; and
- (h) within [NUMBER] months of the date of this Contract, and [annually] thereafter, certify to the Procuring Agency in writing their compliance with this Clause. The Consultant shall provide such supporting evidence of compliance as the Procuring Agency may reasonably request.

The failure to comply with this clause [3.1.2] may result in the immediate termination of this Contract.

3.2. Conflict of Interest

The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

- 3.2.1. Consultant not to benefit from Commissions, Discounts, etc** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2. Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3. Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3. Confidentiality** Except with the prior written consent of the Procuring Agency, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4. Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5. Consultant's Actions Requiring Procuring Agency's Prior Approval** The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services or the appointment of any Sub-consultant,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6. Reporting Obligations**
- (a) The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered on CD ROM in addition to the hard copies specified in the said Appendix.

**3.7. Documents
Prepared by the
Consultant to be
the Property of
the Procuring
Agency**

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract (“**Works**”) shall become and remain the property of the Procuring Agency, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.7.1 Intellectual
Property**

(a) The Consultant hereby assigns to the Procuring Agency all existing and future Intellectual Property Rights in the Works and any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium (“**Inventions**”), all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Contract, the Consultant shall hold legal title in these rights on trust for the Procuring Agency.

(b) The Consultant undertakes:

(i) to notify to the Procuring Agency in writing full details of Inventions promptly on their creation;

(ii) to keep details of all Inventions confidential;

(iii) whenever requested to do so by the Procuring Agency and in any event on the termination of this Contract, promptly to deliver to the Procuring Agency all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in their possession, custody or power;

(iv) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Procuring Agency; and

(v) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Procuring Agency.

(c) The Consultant warrants to the Procuring Agency that:

(i) they have not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

(ii) they are unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

(iii) the use of the Works or the Intellectual Property Rights in the Works by the Procuring Agency will not infringe the rights of any third party.

(d) The Consultant agrees to indemnify the Procuring Agency and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Procuring Agency, or for which the Procuring Agency may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to the Procuring Agency during the course of providing the Services. The Procuring Agency may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

(e) The Consultant waives any moral rights in the Works to which they

are now or may at any future time be entitled, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes the Consultant's moral rights.

(f) The Consultant acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this Contract are due or may become due to the Consultant in respect of the performance of their obligations under this clause.

(g) The Consultant undertakes, at the expense of the Procuring Agency, at any time either during or after the term of this Contract, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Procuring Agency, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Procuring Agency and to defend the Procuring Agency against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.

(h) The Consultant irrevocably appoints the Procuring Agency to be their attorney in their name and on their behalf to execute documents, use the Consultant's name and do all things which are necessary or desirable for the Procuring Agency to obtain for itself or its nominee the full benefit of this clause.

For the purposes of this clause, "Intellectual Property Rights" shall mean all patents, rights to Inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

3.8. Accounting, Inspection and Auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and the bases thereof; and
- (b) Periodically permit the Procuring Agency or its designated representative, for a period of up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors, if so, required by the Procuring Agency.

4. Consultant's Personnel

4.1. Description of Personnel

The Consultant shall employ and provide such qualified, skilled and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Procuring Agency.

- (a) Except as the Procuring Agency may otherwise agree, the Consultant shall not remove or replace the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications and the Consultant shall ensure that there is an uninterrupted transition between the Key Personnel.
- (b) If the Procuring Agency (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.3. Resident Project Manager

If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in Bhutan a resident project manager, acceptable to the Procuring Agency, shall take charge of the performance of the Services.

5. Obligations of the Procuring Agency

5.1. Assistance and Exemptions

The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as are specified in the SC.

5.2. Change in the Applicable Laws of Bhutan Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Laws of Bhutan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC

6.2 (a) or (b), as the case may be.

5.3. Services, Facilities and Property

- (a) The Procuring Agency shall make available free of charge to the Consultant the services, facilities and property listed in Appendix F at the times and in the manner specified in the said Appendix F.
- (b) In case such services, facilities and property are not made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1 hereinafter.

6. Payments to the Consultant

6.1. Lump-Sum Payment

- (a) The total payment due to the Consultant shall not exceed the Contract Price, which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clauses 5.2 and 5.3 (b), the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- (b) Unless otherwise expressly provided in the Contract, the Contract Price shall be inclusive of all ancillary and other works, services and expenditure, whether separately or specifically mentioned or described in the contract documents or not, which are either indispensably necessary to carry out and bring to completion the Services described in the Contract, or which may contingently become necessary to overcome difficulties before completion of the Services.

6.2. Contract Price

- (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.

6.3. Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4. Terms and Conditions of Payment

Payments will be made to the account(s) of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto or in such other form as the Procuring Agency shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Procuring Agency specifying the amount due.

6.5. Interest on Delayed Payments

If the Procuring Agency has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. Good Faith

7.1. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. Settlement of Disputes

8.1. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2. Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for determination in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is English
1.4	<p>The addresses are: Procuring Agency: Project Secretariat (Department of Engineering Services, MoWHS) Attention: Director, DES Facsimile: 02-323105 Telephone No: 02-321828 E-mail: kdupchuk@mowhs.gov.bt</p> <p>Consultant: _____ _____ Attention:_____ Facsimile:_____ E-mail: _____</p>
{1.6}	The Member in Charge is Mr. Karma Dupchuk, Member, Project Steering Committee, Construction of 2500 bedded fully self-contained permanent quarantine centres.
1.7	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: Project Secretariat, Chief Engineer, ESD, MoWHS Construction of 2500 bedded fully self-contained permanent quarantine centres.</p> <p>For the Consultant:</p>
1.8	Taxes and duties shall be levied as per the Government Rules and Regulations in force. The same shall be deducted from the lump-sum amount payable to the Consultant.
2.2	The number of days shall be will be notified in letter of award
2.3	The time period shall be Eight (8) months.
{3.5 (c)}	The other actions are: Design approval
{3.7 (b)}	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.
{5.1}	Not Applicable
6.2(a)	The amount in foreign currency or currencies is Not Applicable
6.2(b)	The price payable in local currency is in Ngultrum.

6.4

The accounts are: for foreign currency or currencies: Not applicable

for Ngultrum:

Payments shall be made according to the following schedule:

SIN o.	Activity	Amount to be released (Nu.)	Remarks
1	Submission of GA drawings and completion of manufacturing of PEB components for buildings blocks of the project. of structural GA shop drawings for all building blocks for project sites.	10%	The invoices should be supported by GA drawings, test results of PEB components, clearances etc.
2	Supply of all PEB components, roofing, doors and windows, FRP cornices, hardware, plumbing & sanitary items, all other civil items, electrical, telecommunications, IT, CCTV and all finishing items included in the scope of works in ToR to respective project sites.	30%	The invoices should be supported by good receipt notes by site engineers, custom clearance, shipment details.
3	Erection/Installation of all PEB structural and wall components including RCC decking and concreting, roofing for all project sites.	15%	The invoices of bills should be duly verified by the Engineer in charge at site supported by test results if applicable.
4	Erection/Installations of Doors & window frames, cornices, ceiling, finishing of walls.	5%	
5	Completion of electrical and plumbing lines as per the design, drawings and specifications for all building blocks for the project.	5%	
6	Completion and finishing of ceiling, flooring, doors & windows including installation of door shutters, aluminum sliding shutters for windows.	5%	
7	Completion and fixing of plumbing & sanitary fixtures, electrical, telecommunication/internet, TV,	10%	

		CCTV, ACs for all blocks for the project.		site supported by test results if applicable.
	48	Testing, commissioning of electrical, CCTV, telecommunications, TV, CCTV, ACs, plumbing & sanitary fixtures, doors & windows for its operation for all building blocks for the project sites.	10%	
	9	Handing over of the building blocks for all project sites completed in every aspect for its operations.	10%	
6.5	The interest rate is: As per the prevailing rate (financial norms).			
8.2	<p>The disputes arising from the implementation of this contract agreement shall be resolved as follows:</p> <ol style="list-style-type: none"> 1. The parties shall attempt to resolve any disputes arising from the Implementation of the provisions of the Contract amicably. 2. If the parties fail to resolve the disputes amicably, it shall be resolved by: <ol style="list-style-type: none"> a) Arbitration, as per the Bhutan Alternative Dispute Resolution Act, only if agreed by both the parties. b) If any party disagrees to resolve through Bhutan Alternative Resolution Centre, the dispute shall be referred to Royal Court of Justice. 			

IV. Appendices

Appendix A - Description of Services

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Procuring Agency, etc.

Appendix B - Reporting Requirements

Note: List format, frequency and contents of reports; persons to receive them; dates of submission; etc.

Appendix C - Key Personnel and Sub-Consultants

Note: List under:

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Bhutan, and estimated staff-months for each.

C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside Bhutan.

C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.

C-4 Same information as C-1 for Key local Personnel.

Appendix D - Breakdown of Contract Price in Foreign Currency

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses.

This appendix will exclusively be used for determining remuneration for additional services.

Appendix E - Breakdown of Contract Price in Local Currency

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F - Services and Facilities Provided by the Procuring Agency

Note: List here the services and facilities to be made available to the Consultant by the Procuring Agency.

Appendix G - Form of Advance Payments Guarantee

Note: See Clause GC 6.4 and Clause SC 6.4.

Bank Guarantee for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Procuring Agency]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Consultant] (hereinafter called "the Consultant") has entered into Contract No. [reference number of the Contract] dated [insert date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultant, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract because the Consultant has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant in its account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified payment statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the day of _____, 2_, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Procuring Agency's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.