

STANDARD REQUEST FOR PROPOSALS

(Procurement of Consulting Services)

Royal Government of Bhutan
Ministry of Infrastructure & Transport
Department of Surface Transport, Bridge Division



Construction Supervision for Construction of Tsangchuthama Zam on Deothang – Samrang SNH

Ref. No.: MoIT/DoST/BD/16/2024-2025/355

March 2025

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STANDARD REQUEST FOR PROPOSALS

Ref. No.: MoIT/DoST/BD/16/2024-2025/355

Project Name:

***Construction of Tsangchuthama Zam at Phuntshothang on Deothang –
Samrang SNH***

Procuring Agency:

Department of Surface Transport, MoIT, Thimphu.

Title of Consulting Services:

***Construction Supervision for Construction of Tsangchuthama
Zam on Deothang – Samrang SNH***

March 2025

SECTION 1: LETTER OF INVITATION



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Royal Government of Bhutan
Ministry of Infrastructure and Transport
Department of Surface Transport, Bridge Division



MoIT/DoST/BD/16/2024-2025/355

Dated: March 21, 2025

- 1) Bridge Division, Department of Surface Transport (DoST) intends to procure Consulting Service for “Construction Supervision for Construction of Tsangchuthama Zam on Deothang – Samrang SNH”.
- 2) The Department invites proposals from the interested Bhutanese Consultancy firms (Class C6) registered with the CDB to provide the Services. This invitation is open only to registered Bhutanese firms. The Bhutanese firms shall employ or hire national/ international bridge supervision engineers to carry out the works.
- 3) The RFP document can be downloaded from Ministry of Infrastructure & Transport website www.moit.gov.bt, w.e.f. March 21, 2025. The bidders are required to submit a duly completed and signed Integrity Pact along with the bid. **Failure to attach a duly completed and signed Integrity Pact with the proposals shall result in disqualification.**
- 4) Addendum if any shall be uploaded in the Ministry’s website. Prospective bidders are advised to check the website till the last date for submission.
- 5) The selection process shall be based on **Quality and Cost Based Selection Method** and procedures prescribed in the **RFP**, in accordance with the latest Procurement Rules and Regulations, 2023.
- 6) The sealed technical proposal and financial bid must be delivered to the office of Chief Engineer, Bridge Division, Department of Surface Transport (DoST), Thimphu on or before **02.00 PM (BST), April 22, 2025**. The Technical Proposal will be publicly opened on the same day at **2.30 PM** at the Meeting Hall of DoST, Thimphu in presence of intending bidders or representatives who choose to attend the opening.
- 7) The technical proposal should be submitted along with a copy of valid trade licence, registration certificate and tax clearance certificate. The complete bid form should be enclosed with the financial proposal.
- 8) The Department of Surface Transport, MoIT shall not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 9) For further clarifications, queries and updates please visit our website www.moit.gov.bt

Director General
Department of Surface Transport, MoIT.

SECTION 2: INSTRUCTIONS TO CONSULTANTS

Definitions

- (a) **Consultant:** An individual or a legal entity entering into a Contract 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:** 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, on acceptable 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 required 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 (Section 2 of the RFP):** The document which provides the Consultants with all the information needed to prepare 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 being sent by the Procuring Agency to the shortlisted 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; “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 inside Bhutan.
- (k) **Procuring Agency:** RGoB agency with which the selected Consultant signs the Contract for the Services.

- (l) **Proposal:** 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) **SRFP:** The Standard Request for Proposals, which must be used by the Procuring Agency as a guide for the preparation of the RFP.
- (o) **Services:** The work to be performed by the Consultant pursuant to the Contract.
- (p) **Sub-Consultant:** Any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) **Terms of Reference (TOR):** The document included in the RFP as 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 Consultant.

1.3 Consultants should familiarize themselves with local 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 The Procuring Agency will timely 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 and the RGoB requires that Consultants provide professional, objective and impartial advice, and at all times hold the Procuring Agency's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing Consultants, and any of their affiliates, shall be considered to have a conflict of interest, and shall not be recruited, 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 advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment, or otherwise to 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 in question

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 the Consultant nominates any present or previous government employee as 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 3.1. If a Consultant could derive a competitive advantage from having provided Consulting Services related to the assignment in question, the Procuring Agency shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

4. Fraud and Corruption It is RGoB policy to require that Consultants, their Sub-Consultants and the Personnel of them both observe the highest standards of ethics during the procurement and execution of contracts.¹ 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”**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 Requests for Proposals and in contracts financed by the RGoB, 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.

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 in accordance with the above sub-paragraph (c) of this paragraph 4.1. Furthermore, Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

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** Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- a) as a matter of law or official 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, Bhutan 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 proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, in more than one proposal.
- 7. Proposal Validity** 7.1. The Data Sheet indicates how long Consultants' Proposals must 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 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.

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.

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

State-owned enterprises or institutions may be eligible to compete and be awarded a contract only if they can establish 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

A Consultant and any Sub-consultant shall not be permitted to submit a proposal or to be awarded a 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.

10.1. A Consultant and any Sub-consultant shall not be permitted to submit a proposal or to be awarded a 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 has been debarred from participation in public procurement by any competent authority as per law.

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

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

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 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;

A pre-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

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.

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

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. 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. In the case of a joint venture/consortium/association, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture/consortium/association.
- b) 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.
- c) 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.
- d) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

13. Language

13.1. Documents to be issued by the Consultant as part of this assignment must be in the language specified in the Data Sheet.

**14. Technical
Proposal Format
and Content**

The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

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).

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.

Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

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**

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 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**

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.

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 and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the **Data Sheet**.

17. Sealing & Submission of Proposals

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.

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”**.

The Technical Proposal shall be marked **“Original” or “Copy”** as appropriate. The 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.

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 2:30 pm (BST) on April 22, 2025”**. 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.

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

A Consultant may withdraw or substitute its Proposal after it has been submitted by sending a written notice in accordance with 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 accordance with 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.

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 by competent authority as per law.

19. Opening of Technical Proposals

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.

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 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 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 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)

After the technical evaluation 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.

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

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 Proposal Opening Committee.

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

The 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 formers 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. 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 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

In the case of QCBS, the lowest evaluated Financial Proposal (Fm) 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.

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.

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 into the Contract as "Description of Services". 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.

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.

In the case of a Lump Sum Contract where price is a factor of selection, the price shall not be negotiated.

Reimbursable costs are payable on an actual expenses 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 actually be available. 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 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 accept or reject any Proposal, and to annul the Request for Proposals process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants.

32. Letter of Intent to Award/Award of Contract

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 has intention to accept its proposal and the information regarding the name, address and amount of selected consultant shall be given to all other consultants who submitted the proposal. 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 Employer shall ensure that the same information is uploaded on their website on the same day of dispatch.

If no consultants 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.

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.

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.

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

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 withdrawal and the provisions of Clause 18.3 shall apply.

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

33. Confidentiality

33.1. Information relating to 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. 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

Any consultant has 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. The Complaint shall be submitted in writing to the Employer within ten (10) days from the date of issuance of letter of intent to award. In the first instance, the consultant who submits Proposal shall submit the complaint to the Employer.

The Head of the procuring agency shall within seven (7) days after the submission of the complaint issue a written decision.

The consultant may appeal to the Independent Review Body within five (5) days of the decision of the Head of the procuring agency or where no such decision has been taken within fifteen (15) days of the original complaint and the copy of the appeal shall be given to the procuring agency on the same day.

Once the appeal copy is received by the procuring agency, it shall not proceed further with the procurement process until the receipt of notification from the Independent Review Body Secretariat.

**35. Debriefing by
the Procuring
Agency**

On the receipt of employer's notification of intention to award referred to in ITC 32, an unsuccessful consultant has three (3) working days to make a written request to the employer for debriefing. The employer shall provide a debriefing to all unsuccessful consultants whose request is received within this deadline.

Where a request for debriefing is received within the deadline, the employer shall provide the debriefing within five (5) working days.

The employer shall discuss only such proposal and not the proposal of other consultants. The debriefing shall not include:

- a) point-by-point comparisons with another proposal; and
- b) information that is confidential or commercially sensitive to other Consultants.

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 contents of other proposals.

INSTRUCTIONS TO CONSULTANTS
DATA SHEET

ITC Paragraph Reference	Details
1.1	Name of the Procuring Agency : Department of Surface Transport, MoIT. Method of selection: Quality and Cost Based Selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Construction Supervision for Construction of Tsangchuthama Zam at Phuntshothang, Deothang – Samrang SNH The scope of the assignment and expected time of its completion are: Detailed scope of work is outlined in the Terms of Reference (ToR); expected completion time is 27 months.
1.3	A pre-proposal conference will be held: No The Procuring Agency’s representative is: Chief Engineer, Regional Office, DoST MoIT, Samdrup Jongkhar Telephone: (+975 7) 251055 Facsimile: (+975 7) 251087 Chief Engineer, Bridge Division, DoST MoIT, Thimphu (+975 2) 333 164
1.4	The Procuring Agency will provide the following inputs and facilities: 1. One Project Engineer from the Department as counterpart local engineers. 2. All the available studies, reports and data, drawings, etc. relevant to the project. 3. Liaison with local authorities and other stake holders.
4.1 e	The consultant shall submit a signed Integrity Pact: Yes
7.1	Proposals must remain valid 60 days after the submission date, i.e. until 22nd June 2025
8.1	Only registered Bhutanese Consultancy firms (Class C6) are eligible to offer Consulting Services for this Project. The Consultancy firms may employ or hire national/ international bridge supervision engineers to carry out the works.
11.2	Clarifications may be requested not later than 7 (seven) days before the submission date. The address for requesting clarifications is: Chief Engineer, Bridge Division, Department of Surface Transport, MoIT, Thimphu Telephone: (+975 2) 333 164 / 17698812 Facsimile: (+975 2) 333 164 E-mail: lotayt@moit.gov.bt

11.3	A pre-proposal meeting be conducted on 2nd April 2025 at 2:30 PM (BST) in the office of Chief Engineer, Bridge Division, DoST.
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: 27 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: FULL TECHNICAL PROPOSAL (FTP):</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> 1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-2 4. TECH-3 5. TECH-4 6. TECH-5 7. TECH-6 8. TECH-7 9. TECH-8 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <ol style="list-style-type: none"> 1. FIN-1 2. FIN-2 3. FIN-3 4. FIN-4 Not Applicable
14.5	The format of the Technical proposal to be submitted is: FTP – Full Technical Proposal
15.1	For reimbursable expenses such as travel ex-country (India) as approved by the Client for the purpose of Services, the Consultant’s Resident Project Manager and/or the Resident Engineer shall be paid lump sum Travel Allowance/Daily Subsistence Allowance (TA/DSA) of Nu. 10,000/- per day. The TA/DSA shall include all the expenses such as accommodation, food, local transport, etc. The airfare shall be for the most direct route and economy class and the same shall be refunded as per actual expenditure.

15.2	<p>A Price Adjustment provision applies to remuneration rates: Yes; It shall apply to local inflation only.</p> <p>Monthly remuneration paid in local currency shall be adjusted every 12 months by applying the following formula:</p> $R_l = R_{l_0} \times \left[0.1 + 0.9 \frac{I_l}{I_{l_0}} \right]$ <p>Where, R_l is the adjusted remuneration; R_{l_0} is the remuneration payable on the basis of the remuneration rates in local currency; I_l is the official index for salaries in the client's country for the first month for which the adjustment is supposed to have effect; I_{l_0} is the official index for salaries in the client's country for the month from the date of the services</p> <p>Consumer Price Index (CPI), shall be used as official index for salaries published by the National Statistic Bureau.</p>
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: At Income Tax Act of the Kingdom of Bhutan, 2001.
17.3	The Consultant must submit the original and one copy of the Technical Proposal, and the original of the Financial Proposal.
17.6	<p>The Proposal submission address is:</p> <p style="text-align: center;">Chief Engineer, Bridge Division, Department of Surface Transport, MoIT, Thimphu</p> <p style="text-align: center;">Telephone: (+975 2) 333 164 Facsimile: (+975 2) 333 164</p> <p>Proposals must be submitted no later than the following date and time: 22nd April 2025, 2:00 PM (BST).</p>

21.1	Criteria, sub-criteria and the points system for the evaluation of Full Technical Proposals (FTP) are:																																		
	<table border="1"> <thead> <tr> <th data-bbox="368 248 1284 297">Criteria</th> <th data-bbox="1284 248 1458 297">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 297 1284 353">i) Experience of the Consultancy Firm (for Class C6)</td> <td data-bbox="1284 297 1458 353">5</td> </tr> <tr> <td data-bbox="368 353 1284 427">a) General experience as a technical construction supervision consultant</td> <td data-bbox="1284 353 1458 427">2</td> </tr> <tr> <td data-bbox="368 427 1284 483">b) Specific experience relevant to the assignment</td> <td data-bbox="1284 427 1458 483">3</td> </tr> <tr> <td data-bbox="368 483 1284 568">ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference</td> <td data-bbox="1284 483 1458 568">25</td> </tr> <tr> <td data-bbox="368 568 1284 636">a) Technical approach and methodology for construction supervision</td> <td data-bbox="1284 568 1458 636">10</td> </tr> <tr> <td data-bbox="368 636 1284 703">b) Quality Assurance & Quality Control Approaches</td> <td data-bbox="1284 636 1458 703">10</td> </tr> <tr> <td data-bbox="368 703 1284 770">c) Work plan, Organization and staffing</td> <td data-bbox="1284 703 1458 770">5</td> </tr> <tr> <td data-bbox="368 770 1284 855">iii) Key professional staff qualifications and competence for the assignment:</td> <td data-bbox="1284 770 1458 855">62</td> </tr> <tr> <td data-bbox="368 855 1284 911">K1 - Resident Project Manager</td> <td data-bbox="1284 855 1458 911"></td> </tr> <tr> <td data-bbox="368 911 1284 956">1) Qualification</td> <td data-bbox="1284 911 1458 956">22</td> </tr> <tr> <td data-bbox="368 956 1284 1001">2) Experience</td> <td data-bbox="1284 956 1458 1001">25</td> </tr> <tr> <td data-bbox="368 1001 1284 1057">K2 - Site Supervisor</td> <td data-bbox="1284 1001 1458 1057"></td> </tr> <tr> <td data-bbox="368 1057 1284 1102">1) Qualification</td> <td data-bbox="1284 1057 1458 1102">7.5</td> </tr> <tr> <td data-bbox="368 1102 1284 1146">2) Experience</td> <td data-bbox="1284 1102 1458 1146">7.5</td> </tr> <tr> <td data-bbox="368 1146 1284 1202">iv) Participation by nationals among proposed key staff</td> <td data-bbox="1284 1146 1458 1202">8</td> </tr> <tr> <td data-bbox="368 1202 1284 1258">Total</td> <td data-bbox="1284 1202 1458 1258">100</td> </tr> </tbody> </table>	Criteria	Points	i) Experience of the Consultancy Firm (for Class C6)	5	a) General experience as a technical construction supervision consultant	2	b) Specific experience relevant to the assignment	3	ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	25	a) Technical approach and methodology for construction supervision	10	b) Quality Assurance & Quality Control Approaches	10	c) Work plan, Organization and staffing	5	iii) Key professional staff qualifications and competence for the assignment:	62	K1 - Resident Project Manager		1) Qualification	22	2) Experience	25	K2 - Site Supervisor		1) Qualification	7.5	2) Experience	7.5	iv) Participation by nationals among proposed key staff	8	Total	100
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21.1 Additional Clause	<ol style="list-style-type: none"> 1) The firm shall submit signed letter of commitment of the key technical personnel proposed for the assignment. Failure to submit the signed letter of commitment will result in non-evaluation of the particular key personnel. 2) The key personnel and other support staff shall have to be deployed full time for construction supervision works during the time of Services and shall not have any other works assigned to them. The Resident Project Manager and the Resident Engineer should be made available for the Services from August 2023 tentatively. 3) The man-month input for the Services shall be as follows: <ul style="list-style-type: none"> ➤ Resident Project Manager –27 months ➤ Site Supervisor –27 months ➤ Office Assistant –27 months. 4) For uniformity in evaluation for skilled and experienced manpower committed, the following shall apply: 																																		

- a) The work experiences for the proposed key personnel shall be based on actual experiences gained and not from the date of the graduation.
 - b) For the **Resident Project Manager**, the work experiences shall be either **full time bridge construction supervision work (Project Management) OR construction execution of permanent bridge.**
 - c) The **construction supervision experience of Resident Project Manager** shall be considered only if he/she has carried out supervision for **at least one project** involving a similar type of bridge specifically a **Steel Type Bridge**. Additionally, the work experience must be **supported by relevant document from the Client/employer.**
 - d) The **bridge construction execution work experience of the Resident Project Manager** will only be considered if he/she executed **at least one project** involving a similar type of bridge specifically a **Steel Arch Type Bridge**. Furthermore, the work experience must be **supported by relevant documents from the Client/employer.**
 - e) **Failing to meet either one of the aforementioned pre-requisite criteria (c or d) shall result in the non-evaluation of qualification and experience of the key personnel, as detailed in the evaluation breakdown.**
 - f) For the **site supervisor**, the work experiences for both full time construction supervision and construction execution work experiences shall be considered as specified in detailed break-up of evaluation criteria.
 - g) **For the lowest evaluated bidder that qualifies technically despite fulfilling the minimum criteria for the key personnel, the bidder shall commit the employment during the time of signing the contract. Failure to deploy the committed key personnel will result to non-payment of the remunerations. If the Consultant fails to address such deficiencies within reasonable time ascertained by the Client, it shall constitute a fundamental breach of contract.**
 - h) Only those work experience record (in CVs) **with supporting documents from its Client/ Employer** shall be considered. If necessary, the supporting documents submitted would be further verified by evaluation committee.
 - i) The work experiences for number of construction supervision of bridges carried out and participation by Nationals shall be evaluated and marked only if the proposed key personnel fulfil the minimum specified qualification.
- 5) Consultants are required to make presentation on the evaluation criteria No ii) **“Adequacy of the proposed methodology and work plan in responding to the Terms of Reference”** during the time of bid evaluation to a Technical Committee of the Department.
- The proposed **Resident Project Manager** shall make presentation on how the

	<p>construction supervision of bridges shall be carried out taking into consideration the international best practices in Construction Project Management and at the same time the skills and know-how of our Contractors. The scores for these criteria shall be awarded by the Technical Committee based on the documents submitted and the presentation therein.</p> <p>6) The breakdown components of adequacy of the proposed methodology and work plan shall be evaluated into:</p> <p>Poor: The technical approach, proposed methodology, QAP/QC, work plan, etc. submitted and presented are inappropriate or very poorly presented, indicating that the consultant does not have the capacity to supervise the works and has misunderstood important aspects of the scope of work.</p> <p>Satisfactory: The method to carry out the construction supervision works as per TOR is discussed generically. The technical approach is standard and not specifically tailored to the assignment. The proposed methodology, QAP/QC, work plan, etc. submitted and presented are generic and does not reflect the specific features of the assignment and the ToR.</p> <p>Good: The method to carry out the construction supervision works as per TOR is discussed adequately. The technical approach is discussed in full details, and the proposed methodology, QAP/QC, work plan, etc. submitted and presented are specifically tailored to the characteristics of the assignment and the ToR.</p> <p>Very Good: In addition to the requirements listed above under “Good,” the technical approach, proposed methodology, QAP/QC, work plan, etc. are submitted and presented in an efficient way with latest trend in construction project management, indicating that the consultants have outstanding knowledge and solutions including risk analysis and management skills.</p>
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	<p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.7$ and $P = 0.3$</p>
26.1	<p>Expected date and address for contract negotiations:</p> <p>April - May 2025 at the Department of Surface Transport, MoIT, Thimphu, Bhutan.</p>
32.7	<p>Expected date for commencement of consulting services: Tentatively May 2025</p>

Detailed Break-up of Evaluation Criteria

Description	Score	Percent	Maximum score
I) Experience of the Consultancy Firm (for Class C6)			5.00
a) General Experience as a technical construction supervision consultant (3 pts)			
1) Less than one year	1	33%	
3) More than one year	2	67%	
			2 (42.86% of 7)
b) Specific Experience relevant to the assignment (i.e. construction supervision of road/bridge works (3 pts)			
1) One project	1	33%	
2) Two projects	2	67%	
3) More than two projects	3	100%	
			3 (50% of 7)
III) Adequacy of the proposed methodology and work plan in responding to the ToR			25
a) Technical Approach and Methodology for construction supervision (10 pts)			
1) Poor	2	20%	
2) Satisfactory	4	40%	
3) Good	8	80%	
4) Very Good	10	100%	
			10 (28.6% of 25)
b) Quality Assurance & Quality Control Approaches (10 pts)			
1) Poor	2	20%	
2) Satisfactory	4	40%	
3) Good	8	80%	
4) Very Good	10	100%	
			10 (28.6% of 25)
c) Work Plan, Organization and Staffing (5 pts)			
1) Poor	1	20%	
2) Satisfactory	2	40%	
3) Good	4	80%	
4) Very Good	5	100%	
			5 (20% of 25)
III) Key Personnel staff qualification and competence			62
K1: Resident Project Manager (62 pts)			47(75% of 61)
a) Qualification in the relevant field (22 Pts)			22(33.33 % of 60)
1) Master's Degree and above in Civil Engg. with 4 years' experience in full time construction supervision of permanent bridges OR Bachelor Degree in Civil Engg. with 5 years' experience in full time construction supervision of permanent bridges OR Bachelor Degree and above in Civil Engg. with atleast 7 years of work experience in contract work execution of permanent bridges.	22	100%	
2) Master's Degree and above in Civil Engg. with 3 years' experience in full time construction supervision of permanent bridges OR Bachelor Degree in Civil Engg. with 4 years' experience in full time construction supervision of permanent bridges OR Bachelor Degree and above in Civil Engg. with 5 years of work experience in contract work execution of permanent bridges.	16.5	75%	

3) Master's Degree and above in Civil Engg. with 2 years' experience in full time construction supervision of permanent bridges OR Bachelor Degree in Civil Engg. with 3 years' experience in full time construction supervision of permanent bridges OR Bachelor Degree and above in civil engg. with 3 years of work experiences in contract work execution of permanent bridges	11	50%	
4) Any others	0%	0%	
b) Experience in construction supervision/contract execution of permanent bridges of span of 40m span (single) and above (25 Pts)			25 (41.67 % of 60)
1) Two bridges	6.25	25%	
2) Three bridges	12.5	50%	
3) Four bridges	21.25	85%	
4) More than four bridges	25	100%	
K2: Site Engineer (15 pts)			15 (25% of 60)
a) Qualification in the relevant field (7.5 Pts)			7.5(12.5% of 60)
1) Diploma in Civil Engg and above. with 4 years' experience in contract execution of permanent bridges OR Diploma in Civil Engineering with 5 years of experience in contract execution of other infrastructures .	7.5	100%	
2) Diploma in Civil Engg and above. with 3 years' experience in contract execution of permanent bridges or Diploma in Civil Engineering with OR 3 years of experience in contract execution of other infrastructures .	5.63	75%	
3) Diploma in Civil Engg and above. with 1 year experience in contract execution of permanent bridges OR Diploma in Civil Engineering with 2 years of experience in contract execution of other infrastructures .	3.75	50%	
4) Any others	0	0%	
b) Experience in execution of permanent bridges of span of 25 m and above OR execution of other infrastructure project of contract duration not less than 12 months (7.5 Pts)			7.5(12.5% of 60)
1) None	0.00	0%	
1) One bridge/ project	3.75	50%	
2) Two bridges/ projects	5.63	75%	
3) Three or more bridges/ projects	7.50	100%	
(IV) Participation by Nationals among proposed key staff			8
a) Non-Bhutanese	0	0%	
b) Involvement of Bhutanese as:			
(1) Resident Project Engineer	4.00	40%	
(2) Resident Project Manager	4.00	100%	

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	Not Applicable	
✓ 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	1. Description of the Approach, Methodology, and Work Plan for Performing the Assignment.	<i>For FTP limit up to 40 pages & 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)	
		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 Firms.

Form TECH-1

Technical 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 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 a joint venture with: {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 [.....]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-4 (for Simplified Technical Proposal Only)

Description of Approach, Methodology, and Work Plan for Performing the Assignment

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}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

- b) **Work Plan and Staffing.** {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) **Comments (on the TOR and on counterpart staff and facilities)** Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

Form TECH-5 (for FTP and STP)

Work Schedule and planning for deliverables

No.	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
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. Hbbbb, deputy minister]		

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

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

CONSTRUCTION SUPERVISION FOR CONSTRUCTION OF TSANGCHUTHAMA ZAM AT PHUNTSHOTANG, DEOTHANG – SAMRANG SNH**1. General:**

Whereas **Mr. Tenzin, Director General**, representing **Department of Surface Transport, Ministry of Infrastructure and Transport, Royal Government of Bhutan**, hereinafter referred to as the “Employer” on one part, andregistered 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, favor, 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)* _____



Affix Legal Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

CID :

1	1	7	0	1	0	0	0	8	9	7
---	---	---	---	---	---	---	---	---	---	---

CID :

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

Witness: S. Kauf

Witness: _

Name: Sonam Lhamo
, Bridge Division, DoST.

Name:

CID :

1	1	1	0	7	0	0	6	6	1	1
---	---	---	---	---	---	---	---	---	---	---

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 | Reimbursable 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

SN	Personnel	Rate per month (Nu.)	Tentative Duration in months	Amount (Nu.)	
1	Monthly Remunerations for the Key Personnel including overheads, in-country travel expenses, taxes, insurances, benefits, etc.:		27		
	a) Resident Project Manager				
	b) Site Supervisor				
2	Monthly Remunerations for the Support Staff including overheads, , taxes, insurances, benefits, etc.:				
	a) Office Assistant				
3	Project Vehicle SUV 1. No (inclusive of driver, fuel, maintenance, etc.) to facilitate easy movement between the bridge site, Project Office, Regional Office for project related works for the Consultant and the Client's Project Engineer				
	(a) Driver				
	b) Hire charge of the vehicle (inclusive of fuel, operation, maintenance of project vehicle ,etc.)				
4	Furnished office space for the Consultant's engineers.				
5	Installation & monthly operating expenses including stationeries for telephone, printer, photocopy machine & e-mail/internet facilities, safety gadgets, etc. for the Consultant' engineers.				
Total Cost					

Footnote: Payments will be made in local currency Ngultrum (Reference to ITC 15.3) and the reimbursable expenses will be paid in actual as specified in ToR and the SC.

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/Mont h (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

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.

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.

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.

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) 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

Terms of Reference (ToR)

1. Background:

The Department of Surface Transport has the responsibility to maintain a total of 381 bridges of various types with total length of 13,390 mtr in the country. Out of the total of **381 existing bridges** on the national highways, Dzongkhag/GC roads & farm roads, **171** bridges are temporary bailey and bailey suspension bridges on National highways & Dzongkhag roads. Built in the 70's & 80's most of these existing bridges have outlived their design lives and are being used with reduced loading capacity and strict load limitations. Some of these old bridges are washed away by monsoon floods or damaged by vehicles carrying excessive loads beyond its capacity. On account of this fact, the temporary Bailey Bridges are planned for replacement by permanent ones with higher load carrying capacity.

The existing Tsangchuthama Bridge is located at Phuntshothang, along Deothang- Samrang Secondary National Highway and it comprises of two spans: one span constitute a Prestressed box girder of span 48.8m and second span constitute of Bailey bridge of 120ft (37.5m) with truss configuration of DDR (Double-Double Reinforced) having total bridge span of 85.39 meters. The Bailey bridge was originally constructed in 2005 with loading capacity of 18MT. The bridge was subsequently strengthened recently using old serviceable bridge parts to increase the load carrying capacity from 18MT to 30MT.

With increase in vehicular traffic including heavy vehicles over the years, this bridge with single lane (3.227m) and limited load carrying capacity has become inadequate to the demand of the road users. The existing bridge does not have pedestrian walkway which also poses risks to commuters and school going children. Further with ongoing major projects and quarry sites located within the vicinity of the bridge, it has become a paramount importance to upgrade and replace the existing Bailey bridge with permanent bridge of high load carrying capacity and wider carriage width.

The construction of new Tsangchuthama Bridge, which is 100m span and is of Steel Tied Arch Type, involves complex engineering process, necessitating the early identification of risks and implementation of appropriate safety measures. It is vital to ensure the construction adheres to the approved designs and specification to ensure the structural integrity & longevity the bridge. In addition, proper and continuous monitoring of construction schedule is crucial to ensure that the work progress as planned, minimizing the risk of project delays and cost over runs.

Thus considering the complexity and scale of the project, a extensive monitoring, supervision, and implementation of quality assurance and quality control measures are imperative. To achieve this, bridge construction works must be supervised by a professional Supervision Consultancy. A Supervision Consultancy would bring specialized knowledge and extensive experience to the project, providing technical guidance and timely solutions to challenges that may arise during construction. Furthermore, the consultancy would serve as a vital link between the Client, Contractor, and other stakeholders, ensuring seamless communication and coordination, thus reducing the likelihood of misunderstandings and facilitating the smooth execution of the project.

2. Details of the Bridge:

Name of Bridge:	Tsangchuthama
Span of the Bridge:	100 meters
Location:	Phunsthochang, Deothang – Samrang SNH
Bridge Type:	Steel Tied Arch.
Loading class:	Envelope of Double- lane of IRC Class A or single lane of IRC Class 70R (wheeled), whichever is critical.
No. of lanes:	2 lanes
Carriageway width:	7.5 meter
Footpath:	1.5 meter on both sides with cobble stamped finishing
Railings:	Suitable railings with traditional architectural features/painting and drainage outlets to be provided.
Lighting:	Lighting system on bridge & approach road.
Approach road:	Approach Road with smooth curves and transition with appropriate gradient on both the banks.
River Training Works:	Appropriate River Training Works
Project Duration:	30 months

3. Scope of the Consultancy Services:

As the Client's representative, the consultant's nominated Resident Project Manager will oversee and manage the project, ensuring that the construction is carried out in accordance with the design drawings, technical specifications, quality standards, and contractual conditions. The consultant, acting as the Client's representative, shall have the authority and power necessary to deliver the project successfully in terms of quality and cost.

However, the Resident Project Manager will consult the Client closely with respect to the following:

- (i) Approval to revise the design drawings.
- (ii) Approving variation orders/additional items that have financial implications.
- (iii) Approving subletting of any part of the works.
- (iv) Approving time extensions.

The services to be provided by the consultant shall include, but not limited to the following:

1. Full time supervision at the project site of the construction works by qualified and experienced engineers together with engineers of the Client and the Contractor.
2. Review & approve the contractor's work program, method statement, etc.
3. Review and approve the Quality Assurance Plans and Programs of the contractor.
4. Joint material testing, reviewing the test reports and certification of quality to ensure compliance with the technical specification.
5. Review & approve the fabrication, assembly, erection of steel members/hangers including the connections/joints in compliance to the design & technical specification
6. Accepting or rejecting any parts or parts of the completed works
7. Overall quality control and quality administration/ assurance.
8. Review and approval of shop/fabrication drawings, construction methodology, temporary works, staging/shoring etc.
9. Carry out measurements and review billing along with Client and Contractor's representatives.
10. Construction progress monitoring and evaluation.
11. Organize meetings (such as monthly progress review meeting, etc.) at the site regarding laboratory tests of materials, progress, plans, workmanship, labour, quality assurance and quality control and specifications.
12. Review monthly progress report submitted by Contractor and present during the monthly meetings. The report shall be in the form of **S-curve** and clearly showing the planned and earned values of both physical & financial progress.
13. Implement Occupational Health & Safety (OHS) as per contract agreement.
14. Certification of quality and workmanships on completion of the project.
15. Coordination between the Client and the Contractor.
16. Issue instructions where necessary to prevent delays in the construction works.
17. Monitor environmental impacts in coordination with the client of the project and ensure compliance with regulatory & environmental guidelines
18. Review and ensure on timely submission of as-built drawings at the end of bridge construction works.
19. Preparation and submission of comprehensive Final Project Completion Report.

4. Reports and Documents:

The consultant shall prepare and submit the reports and documents as listed below to the client on the format prepared by the Consultant and approved by the department.

Sl.No	Report	Frequency & Due date	Remarks
1	Progress reports	To be submitted monthly by 10 th of every succeeding month.	3 copies in hard copy.
2.	Final Project Completion Report	One time. To be submitted within 30 days after completion of project.	3 copies in hard and soft copy.

The report and documents submitted by the consultant shall include, but not limited to the following:

I. Progress Report

The monthly progress report shall contain details of meetings, decision taken therein, mobilization of resources (consultant and contractors), physical and financial progress and

the projected progress of works for the forthcoming periods. The report shall clearly highlight the delays, if any, reasons for such delays and recommendations for corrective measures. Work progress photo, charts, material reports, etc. also be included in the report.

II. Final Project Completion Report

The consultant shall prepare a comprehensive final completion report of the construction after completion of the project. The report shall incorporate summaries of the methods of construction, the construction supervision performed, reference to as-built drawings of the construction, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by department.

5. Personnel:

The Consultancy firm shall engage the following key personnel and other support staff to carry out the Services.

a) Key Personnel:

- 1) Resident Project Manager.**
- 2) Site Supervisor**

b) Support Staff:

- 1) Office Assistant**

The key personnel shall meet the following minimum eligibility requirements: -

1) Resident Project Manager:

- a) Master's Degree in Civil Engg. with 2 years' experience in full time construction supervision of permanent bridges. **OR**
- b) Bachelor Degree in Civil Engg. with 3 years' experience in full time construction supervision of permanent bridges, **OR**
- c) Bachelor Degree and above in civil engg. with 3 years of work experiences in contract work execution of permanent bridges.
- d) Must be fluent in English and have good ICT skills & knowledge.

2) Site Supervisor

1. Diploma in Civil Engg. and above with 1 year experience in contract execution of permanent bridges **OR**
2. Diploma in Civil Engg. With 2 years' experience in contract work execution of other infrastructures
3. Must be fluent in English and have good ICT skills & knowledge.

- 2) Office Assistant shall be Bhutanese having passed Class XII.**

- I) The firm should submit detailed references of similar works executed earlier (both by the firm and the key personnel), detailed Curriculum Vitae (CV) and qualification & experience certificates and the signed letter of commitment from the proposed key personnel.
- II) For uniformity in evaluation for skilled and experienced manpower committed, the following shall apply:
- a) The work experiences for the proposed key personnel shall be based on actual experiences gained and not from the date of the graduation.
 - b) For the **Resident Project Manager**, the work experiences shall be either **full time bridge construction supervision work (Project Management) OR construction execution of permanent bridge**.
 - c) The **construction supervision experience of Resident Project Manager** shall be considered only if he/she has carried out supervision for **at least one project** involving a similar type of bridge specifically a **Steel Type Bridge**. Additionally, the work experience must be **supported by relevant document from the Client/employer**.
 - d) The **bridge construction execution work experience of the Resident Project Manager** will only be considered if he/she executed **at least one project** involving a similar type of bridge specifically a **Steel Arch Type Bridge**. Furthermore, the work experience must be **supported by relevant documents from the Client/employer**.
 - e) **Failing to meet either one of the aforementioned pre-requisite criteria (c or d) shall result in the non-evaluation of qualification and experience of the key personnel, as detailed in the evaluation breakdown.**
 - f) For the **site supervisor**, the work experiences for both full time construction supervision and construction execution work experiences shall be considered as specified in detailed break-up of evaluation criteria.
 - g) **For the lowest evaluated bidder that qualifies technically despite fulfilling the minimum criteria for the key personnel, the bidder shall commit the employment during the time of signing the contract. Failure to deploy the committed key personnel will result to non payment of the remunerations. If the Consultant fails to address such deficiencies within reasonable time ascertained by the Client, it shall constitute a fundamental breach of contract.**
 - h) Only those work experience record (in CVs) with supporting documents from its Client/ Employer shall be considered. If necessary, the supporting documents submitted would be further verified by evaluation committee.
 - i) The work experiences for number of bridges supervised and participation by Nationals shall be evaluated and marked only if the proposed key personnel fulfil the minimum specified qualifications and the years of experiences.

- III) The firm shall submit signed letter of commitment of the key technical personnel proposed for the assignment. **Failure to submit the signed letter of commitment will result in non-evaluation of the particular key personnel.**
- IV) The key personnel and other support staff have to be deployed full time for construction supervision works during the time of Services and shall not have any other works assigned to them. The Resident Project Manager and the Resident Engineer should be made available for the Services tentatively from May 2025
- V) The man-month input for the Services shall be as follows:
- Resident Project Manager – 27 months
 - Site Supervisor –27 months
 - Office Assistant – 27 months

In case of early completion of bridge construction works, the man-month input for the Services shall be accordingly reduced and the Consultants shall have no right to claim any extra payments or compensation for the reduced man-month inputs.

In case of delay in completion of bridge construction works, the man-month input shall be extended on need basis by the Client with prior approval from the competent authority.

6. Support Services and Facilities (to be provided by the Client):

The following services and facilities will be provided by the Client:

1. One Project Engineer from the Department as counterpart local engineer.
2. All the available studies, reports and data, drawings, etc. relevant to the project.
3. Liaison with local authorities and other stakeholders.

7. Support Services and Facilities (to be arranged by the Consulting Firm):

The consulting firm shall arrange the following at the site as a part of the supervision consultancy contract:

1. Site office with adequate facilities for the Consultant's engineer and Client's Site Engineer near the bridge site.
2. Employ an Office Assistant to do the secretarial jobs of the both the Consultant's engineer and the Client's Project engineer.
3. Office furniture, equipment and monthly operating allowances, including telephone, computer and its accessories, printer and a photocopier. etc.
4. Office stationeries required during the project period.
5. Transportation for the consulting and the Client's engineers (1 No. SUV): To facilitate easy movement between the bridge sites, Project Office & Regional Office for project related works.
6. Adequate internet and e-mail facilities at the site office.
7. Safety equipment for the Consultant's and the Client's engineers.

The structure and facilities of the site office for the Consultant's engineers Engineer shall be as per the Client's acceptable Standards.

The office equipment such as computer, printer, photocopier, table, chairs, etc. on completion of the project will be retained with the consultant. Therefore, due consideration should be made while making the financial proposals for the above items.

8. Financial Offer:

- a. The consulting firm shall quote the remunerations on monthly basis as per Form FIN-2. A detailed breakup is required to be submitted as per Form FIN-3 covering the total consulting period to justify the quoted monthly amount. The remunerations shall include the following:
 - Monthly Remunerations for two Key Personnel including overheads, in-country travel expenses, taxes, insurances, benefits, etc.
 - Monthly Remunerations for the Support Staff (Office Assistant) including overheads, in-country travel expenses, taxes, insurances, benefits, etc.
 - Project Vehicle SUV 1 No. (Inclusive of driver, fuel, maintenance, etc.) to facilitate easy movement between the bridge site, Project Office & Regional Office for project related works.
 - Furnished office space both for the Consultant and the Client's Project Engineer
 - Installation & monthly operating expenses including stationeries for telephone, fax, printer, photocopy machine & e-mail/internet facilities, safety gadgets, etc. for the Consultant and Client's Project Engineer
- b. For reimbursable expenses such as travel ex-country (India) for the purpose of Services, the Consultant's Resident Project Manager and/or the Resident Engineer shall be paid lump sum Travel Allowance/Daily Subsistence Allowance (TA/DSA) of Nu. 10,000/- per day. The TA/DSA shall include all the expenses such as accommodation, food, local transport, etc. The airfare shall be for the most direct route and economy class and the same shall be refunded as per actual expenditure.

9. Payment Conditions:

a) Advance Payment:

The Consulting firm is entitled for one time advance payment of **10% (ten percent)** of the Contract amount after signing of the contract agreement and upon submission of an unconditional Bank Guarantee for an equivalent amount. The advance payment will be subject to adjustment against the interim payments as specified in the contract.

b) Mode of Billing and Payment:

The consultancy fee shall be paid on monthly basis as per the Contract Agreement. The reimbursable expenses such as for ex-country travel shall be paid and refunded on submission of TA/DSA claims and airfare expenses.

c) Retention money:

5% (five percent) of the bill amount (from every monthly running bill) shall be retained as security deposit. The retention money shall be released upon expiry of the defect liability period of the bridge, which is two years after the date of takeover of the bridge by the Client.

The retention shall be returned to the consultant upon the submission of an unconditional bank guarantee for an equivalent amount issued by a reputed financial institution and acceptable to the Procuring agency after takeover of the bridge of the Client.

In the event of termination of the contract due to fundamental breach of contract by the consultant and if the consultant fails to pay the penalty determined by the Client, the retention money shall be used to liquidate the imposed penalty.

In the event of need for the rectification of defects during the defect liability period of the bridge, the consultant shall depute the required key personnel for supervision of rectification of defective works. If consultant fails to depute the key personnel, a portion of retention money shall be used to cover the expenditure of the Client in carrying out the supervision of the rectification works.

10. Consultant's Liability:

1. The consulting firm shall be liable proportionately and as appropriate for the damages caused to both Client and the Contractor resulting from his/ her (Consultant's) negligence or failure to discharge the stipulated duties and responsibilities during the execution of the contract.
2. If the Project is not completed in time, the Consultant will be liable proportionately or fully as appropriate if the delay is attributable to the Consultant not performing the duties in time as per the terms of Contract and/ or if it becomes apparent that the Consultant has deliberately delayed the construction process.
3. The liabilities (if any) for Sl. No. 1 & 2 above shall be decided by the Client with prior approval of the award committee.
4. In case of fundamental breach of contract by the consultant leading to the termination of the contract, the consultant shall be liable for penalty of 20% of the value for the remaining period, subject to a maximum of 10% of the value for the entire contract duration.
5. The Consultant shall have no liability whatsoever for any loss or damage to the Client resulting from any acts or omission of the Contractor; sub-contractors; suppliers; any employees or agents of the Contractor, sub-contractors or suppliers; any officials or any other persons performing part of the Project, which are not in accordance with the Contract or the Consultant's instructions.

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

ANNEX II: STANDARD FORM OF CONTRACT: CONSULTING SERVICES (TIME-BASED CONTRACT)

STANDARD FORM OF CONTRACT

Consulting Services
Time-Based

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PREFACE

1. This Standard Contract for Consulting Services has been prepared for use by Procuring Agencies when they hire a consulting firm (referred to hereinafter as the Consultant) for complex consulting assignments for which remuneration is being determined on the basis of the time actually spent by the Consultant in carrying out the services.
2. The Standard Contract consists of four parts: the Form of Contract to be signed by the Procuring Agency and the Consultant, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. Parties using this Standard Contract should note that the General Conditions must not be modified. Clauses in the Special Conditions should be dealt with as specified in the notes in *italics* provided for the individual clauses.
3. This Time-based form of Contract is appropriate when, for example, it is difficult to define the scope and the length of Services, they are related to activities by others which are outside the control of the Consultant, or the outputs of the Consultant are difficult to assess in advance. This type of Contract is widely used for long term assignments, complex studies, supervision of construction, advisory services, and capacity building programmes. Payments are based on agreed hourly, daily, weekly or monthly rates for staff (who are normally named in the Contract) and on reimbursable items using actual expenses and/or agreed unit prices. The rates for staff include salary, social costs, overhead, fee (profit), and, where appropriate, special allowances. This type of Contract shall include a maximum amount of total payments to be made to the Consultant. This ceiling amount should include a contingency allowance for unforeseen work.

CONTRACT FOR CONSULTING SERVICES

Time-Based

Between

[Department of Roads, MoWHS, Thimphu]

and

[Name of the Consultant]

Dated:

I. Form of Contract

Time-Based

(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 consists 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 he 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 be deemed to form an integral part of this Contract:
 - I. The General Conditions of Contract;
 - II. The Special 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: Personnel and Sub-Consultants – Hours of Work for Key Personnel	[Not used]
Appendix D: Cost Estimates in Foreign Currency	[Not used]
Appendix E: Cost Estimates in Local Currency	[Not used]
Appendix F: Duties of the Procuring Agency	[Not used]
Appendix G: Form of Advance Payments Guarantee	[Not used]
2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be 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 payments 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 instruments having the force of law in Bhutan
- (b) **Consultant:** An individual or a legal entity entering into a Contract to provide the Services to the Procuring Agency under the Contract.
- (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, on acceptable 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 required Consulting Services.
- (e) **Day:** A calendar day.
- (f) **Effective Date:** The date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) **Foreign Currency:** Any currency other than Bhutanese Ngultrum (BTN).
- (h) **GC:** These General Conditions of Contract.
- (i) **Government:** The Royal Government of Bhutan (RGoB).
- (j) **In Writing:** Communicated in written form (eg by mail, electronic mail, fax, telex) with proof of receipt.
- (k) **Local Currency:** Bhutanese Ngultrum (BTN).
- (l) **Member:** Any of the entities that make up the joint venture/ consortium/association; and “Members” means all these entities.
- (m) **Party:** The Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.
- (n) **Personnel:** Professional and support staff provided by the Consultant or by any Sub-Consultants 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).

- (o) **Procuring Agency:** RGoB agency with which the selected Consultant signs the Contract for the Services.
- (p) **Reimbursable Expenses:** All assignment-related costs other than Consultant's remuneration.
- (q) **SC:** The Special Conditions of Contract by which the GC may be amended or supplemented.
- (r) **Services:** The work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) **Sub-Consultant:** Any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (t) **Third Party:** Any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-Consultant.

1.2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Law Governing Contract

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

1.4. 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.

1.5. Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6. Notices

- 1.6.1. 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.
- 1.6.2. 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.

1.7. 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.

1.8. 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.

1.9. 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.

1.10. Taxes and Duties

The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Laws of Bhutan as are specified in the SC.

1.11. Fraud and Corruption

1.11.1. Definitions

It is RGoB 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.⁸ 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”⁹ means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value¹⁰ to influence improperly the actions of another party;
 - (ii) “fraudulent practice”¹¹ means any 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”¹² 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”¹³ 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

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

9 “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.

10 “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.

11 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.

12 “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.

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

(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 3.6.

1.11.2. Measures to be Taken

- (a) will cancel the Contract 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;
- (a) 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;
- (a) 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.

1.11.3. Commissions and Fees

- (a) 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 the 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 notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2. Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3. Commencement 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.

2.4. Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as is specified in the SC.
2.5. Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
2.6. 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. Pursuant to Clause GC 7.2 hereof. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.7. Force Majeure	
2.7.1. Definition	<p>(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Royal Government of Bhutan agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and to avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
2.7.2. No Breach of Contract	The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
2.7.3. Measures to be Taken	(a) Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:
 - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incur, and, if required by the Procuring Agency, in reactivating the Services; or
 - (ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.8. Termination

2.8.1. 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 (g) of this Clause GC 2.9.1. 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 case of the event referred to in paragraph (g) of this Clause GC 2.9.1.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Agency may have subsequently approved in writing.

- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the Procuring Agency, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Procuring Agency a false statement which has a material effect on the rights, obligations or interests of the Procuring Agency .
- (f) 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.
- (g) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.2. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the Procuring Agency , in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) 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.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

2.8.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Laws of Bhutan.

2.8.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment, vehicles and/or materials furnished by the Procuring Agency, the Consultant shall proceed as provided respectively by Clauses GC 3.9 or GC 3.10 hereof.

2.8.5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Procuring Agency shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

2.8.6. Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

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 all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, 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. Law Governing Services	The Consultant shall perform the Services in accordance with the Applicable Laws of Bhutan and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the said Applicable Laws. The Procuring Agency shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs..
3.2. Conflict of Interests	The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.
3.2.1. Consultant Not to Benefit from Commissions Discounts, etc.	<p>(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, 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 in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines, and shall at all times exercise such responsibility in the best interests of the Procuring Agency. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.</p>
3.2.2. Consultant and Affiliates Not to Engage in Certain Activities	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, 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 that 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. Liability of the Consultant

Subject to additional provisions, if any, set forth in the SC, the Consultant's liability under this Contract shall be provided by the Applicable Laws of Bhutan.

3.5. Insurance to be Taken out by the Consultant

The Consultant (i) 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 specified in the SC, and (ii) 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 thereof have been paid.

3.6. Accounting, Inspection and Auditing

The Consultant (i) shall 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 (ii) shall periodically permit the Procuring Agency or its designated representative, for a period of up to five (5) years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Agency .

3.7. 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) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Procuring Agency. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Procuring Agency to be incompetent or incapable in discharging their assigned duties, the Procuring Agency may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Procuring Agency, or to resume the performance of the Services itself.
- (c) Any other action that may be specified in the SC.

3.8. Reporting Obligations

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. Final reports shall be delivered on CD ROM in addition to the hard copies specified in the said Appendix.

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

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Agency under this Contract 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. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the Procuring Agency. If license agreements are necessary or appropriate between the Consultant and third parties for the purposes of development of any such computer programs, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovery of the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.

**3.10. Equipment,
Vehicles and
Materials
Furnished by
the Procuring
Agency**

Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

**3.11. Equipment
and Materials
Provided by the
Consultant**

Equipment or materials brought into Bhutan by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. Consultant's Personnel and Sub-Consultants

4.1. General

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

**4.2. Description of
Personnel**

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Procuring Agency, his/her name is to be listed as well.

- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Procuring Agency's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Procuring Agency and the Consultant. In case payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3. Approval of Personnel

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Procuring Agency. In respect of other Personnel which the Consultant proposes to use in carrying out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Procuring Agency.

4.4. Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside Bhutan shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in or after their departure from Bhutan as is specified in Appendix C hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto and, except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5. Removal and/or Replacement of Personnel

- (a) Except as the Procuring Agency may otherwise agree, no changes shall be made in the 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 Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Procuring Agency (i) finds that any of the Personnel has committed serious misconduct or has 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 therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to prior written approval by the Procuring Agency. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary effectively to be paid to the replacement person and the average salary effectively paid to the replaced person in the period six months prior to the date of replacement. Except as the Procuring Agency may otherwise agree,
 - (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
 - (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6. 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 such Services.

5. Obligations of the Procuring Agency

5.1. Assistance and Exemptions

Unless otherwise specified in the SC, the Procuring Agency shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Bhutan.

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Laws of Bhutan.
- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Laws of Bhutan, of bringing into Bhutan reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2. Access to Land

The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to all land in Bhutan in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

5.3. 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 hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4. Services, Facilities and Property of the Procuring Agency

- (a) The Procuring Agency shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described 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 be 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(c) hereinafter.

5.5. Payment

In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make to the Consultant such payments and in such manner as is provided for in Clause GC 6 of this Contract.

5.6. Counterpart Personnel

- (a) The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix F.
- (b) If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix F, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

6. Payments to the Consultant

6.1. Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC.
- (c) Notwithstanding Clause GC 6.1(b) hereof if, pursuant to any of Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2. Remuneration
and
Reimbursable
Expenses**

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Procuring Agency shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).
- (d) The remuneration rates referred to under paragraph (b) here above shall cover:
 - (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead),
 - (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and
 - (iii) the Consultant's fee.
- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month or twenty-two (22) days being equal to one month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

**6.3. Currency of
Payment**

Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in Ngultrum (BTN).

6.4. Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

- (a) Within the number of days after the Effective Date specified in the SC, the Procuring Agency shall cause to be paid to the Consultant advance payments in foreign currency and in Ngultrum as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Procuring Agency of an advance payment guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee shall (i) remain effective until the advance payment has been fully set off, and (ii) be in the form set forth in Appendix G hereto, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- (c) The Procuring Agency shall pay the Consultant's statements within sixty (60) days after the receipt by the Procuring Agency of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final statement shall be deemed approved by the Procuring Agency as satisfactory ninety (90) days after receipt of the final report and final statement by the Procuring Agency unless the Procuring Agency, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount which the Procuring Agency has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final statement approved by the Procuring Agency in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (f) Payments in respect of remuneration or reimbursable expenses which exceed the cost estimates for these items as set forth in Appendices D and E may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Procuring Agency prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

7. Fairness and 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.

7.2. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. Settlement of Disputes

8.1. Amicable Settlement

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GC 8.2 shall apply.

8.2. Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement 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
1.4	The language is English .
1.6	The addresses are: Procuring Agency: Department of Surface Transport, MoIT. Attention: Chief Engineer, Bridge Division Facsimile: (+975 2) 333 164 E-mail: <u>lotayt@moit.gov.bt</u> Consultant : _____ Attention : _____ Facsimile : _____
1.7	The services shall be performed at the project site: Construction of Tsangchuthama Zam at Phuntshothang on Deothang – Samrang SNH
{1.8}	{The Member in Charge is <i>[insert name of member]</i> } <i>Note: If the Consultant consists of a joint venture/consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i>
1.9	The Authorized Representatives are: For the Procuring Agency : Chief Engineer, Bridge Division, DoST For the Consultant:
1.10	Taxes & duties shall be levied as per Government Rules & Regulations in force. The same shall be deducted from the monthly amount payable to the Consultant. The reimbursable expenses such as TA/DSA and airfare for travel ex-country (India) shall not be levied any taxes.
{2.1}	The effectiveness conditions are the following: as specified in the Contract Agreement. The Resident Project Manager and the Site Supervisor shall have to be made available for the Services from May 2025, tentatively.
2.2	The time period shall be: one month.
2.3	The number of days shall be: 15 days.
2.4	The time period shall be 27 months except in case of early completion or delay by the Contractor in completion of bridge construction works.
2.8.1 (g)	In case if the consultant fails to provide a replacement with qualification and experience acceptable to the Client within a period of two months , it will be considered as fundamental breach of contract by the consultant and may lead to the termination of the contract.

<p>3.4</p>	<ol style="list-style-type: none"> 1. The consulting firm shall be liable proportionately and as appropriate for the damages caused to both Client and the Contractor resulting from the Consultant's negligence or failure to discharge the stipulated duties and responsibilities during the execution of the contract. 2. If the Project is not completed in time, the Consultant will be liable proportionately or fully as appropriate if the delay is attributable to the Consultant not performing the duties in time as per the terms of Contract and/ or if it becomes apparent that the Consultant has deliberately delayed the construction process. 3. The liabilities (if any) for Sl. No. 1 & 2 above shall be decided by the Client with prior approval of the award committee. 4. In case of fundamental breach of contract by the consultant leading to the termination of the contract, the consultant shall be liable for penalty of 20% of the value for the remaining period, subject to a maximum of 10% of the value for the entire contract duration. 5. The Consultant shall have no liability whatsoever for any loss or damage to the Client resulting from any acts or omission of the Contractor; sub-contractors; suppliers; any employees or agents of the Contractor, sub-contractors or suppliers; any officials or any other persons performing part of the Project, which are not in accordance with the Contract or the Consultant's instructions. <p>"3.4 Limitation of the Consultant's Liability towards the Procuring Agency</p> <ol style="list-style-type: none"> (a) Except in case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency's property, shall not be liable to the Procuring Agency : <ol style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds by two times the total value of the Contract. (a) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services."
<p>3.5</p>	<p>The consultant shall insure all the key personnel and support staff with Insurance Company in Bhutan for accident, disability, death, etc.</p>
<p>{3.7 (c)}</p>	<p>The other actions are: Nil</p>

3.8	<ol style="list-style-type: none"> 1. The consultant shall submit the monthly progress report latest by 10th day of succeeding month. 2. Final Project Completion Report to be submitted within 30 days after the completion of the project.
{3.9}	The Consultant shall not use or share the documents for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.
Additional Clause to 4.4 (a)	<ol style="list-style-type: none"> I. The key personnel shall be eligible for total of 10 days of paid leave during 12 months period. The paid leave shall be subject to prior approval of the Client and shall not be permitted during the critical stages of the project. II. In case key personnel intends to extend leave beyond 10 days due to unavoidable circumstances, it shall be unpaid leave subject to a written approval from the Client. III. If the key personnel intends to extend their leave beyond 10 days, the consultant shall arrange for a temporary replacement with qualification and experience that are acceptable to the Client. This arrangement shall be made within 20 days from the start of the extended leave. IV. In case if the consultant fails to provide a replacement with qualification and experience acceptable to the Client within a period of two months from the start of the leave, it will be considered a fundamental breach of contract by the consultant and may lead to termination of the contract.
Additional Clause to {4.5 (a)}	<ol style="list-style-type: none"> I. For the replacement of Key personnel beyond the reasonable control of the consultant as stipulated in GCC clause 4.5(a), the consultant shall notify the department in writing and shall arrange the replacement within one month from the date of issuing the notice to the department. However, if the reason does not fulfil the GCC clause 4.5(a), the consultant shall not propose for a replacement of committed key personnel for a minimum period of 6 months subject to exception under GCC clause 2.8. <p>The replacement shall be regularised only after the replaced personnel joins the project site. In case if the consultant fails to provide a replacement with qualification and experience acceptable to the Client within a period of two months, it will be considered as fundamental breach of contract by the consultant and may lead to termination of the contract.</p>
4.5 (c)	The consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
{4.6}	The person designated as Resident Project Manager of the Consultant shall ensure and take charge of the performance of Services as per the Contract.
6.1(b)	The ceiling in local currency is: NA

<p>{6.2(a)}</p>	<p>The price adjustment for remuneration shall be only for local currency and shall be adjusted by using the relevant rate (Consumer Price Index) published by the National Statistics Bureau.</p> <p>Monthly remuneration paid in local currency shall be adjusted every 12 months by applying the following formula:</p> $R_l = R_{l_0} \times \left[0.1 + 0.9 \frac{I_l}{I_{l_0}} \right]$ <p>Where, R_l is the adjusted remuneration; R_{l_0} is the remuneration payable on the basis of the remuneration rates in local currency; I_l is the official index for salaries in the client's country for the first month for which the adjustment is supposed to have effect; I_{l_0} is the official index for salaries in the client's country for the month from the date of the services</p> <p>Consumer Price Index (CPI), shall be used as official index for salaries published by the National Statistic Bureau.</p>
<p>6.2(b)</p>	<p>The rates for both Foreign Personnel and the Local Personnel shall be made only in Ngultrum with applicable price adjustments.</p>
<p>6.2(c)</p>	<p>The Reimbursable expenses to be paid in Ngultrum are as specified below:</p> <p>For reimbursable expenses such as travel ex-country (India) as approved by the Client for the purpose of Services, the Consultant's Resident Project Manager and/or the Site Supervisor shall be paid lump sum Travel Allowance/Daily Subsistence Allowance (TA/DSA) of Nu. 10,000/- per day. The TA/DSA shall include all the expenses such as accommodation, food, local transport, etc. The airfare shall be for the most direct route and economy class and the same shall be refunded as per actual expenditure.</p>
<p>6.3</p>	<p>All payments to the Consultants (both remuneration and reimbursable expenses) shall be made only in local currency Ngultrum.</p>
<p>6.4(a)</p>	<p>The following provisions shall apply to the advance payment and the advance payment guarantee:</p> <ul style="list-style-type: none"> (i) An advance payment of 10% (in Ngultrum) of the contract amount shall be made within 30 days after the Effective Date. The advance payment will be set off by the Procuring Agency in equal instalments against the statements for the first 12 months of the Services until the advance payment has been fully set off. (ii) The advance payment guarantee shall be in the amount and in the currency of the [local] currency portion of the advance payment.

{6.4(b)}	The Consultant shall submit to the Procuring Agency itemized statements at time intervals of one month .
6.4(c)	The interest rate is as per the lending rates of Royal Monetary Authority (%)
6.4(e)	The accounts are: For foreign currency: Not Applicable For Ngultrum: <i>[insert account]</i> .
8.2	<p>Dispute Resolution:</p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof shall be resolved as follows:</p> <ol style="list-style-type: none"> 1. The parties shall attempt to reach an amicable settlement. 2. If the parties fail to resolve amicably, it shall be resolved through; <ol style="list-style-type: none"> (a) Arbitration in accordance with the rules and procedures of the Bhutan Alternative Dispute Resolution Centre (BADRC), Thimphu, if only agreed by both the parties. (b) If any party disagree to resolve through BADRC, the dispute shall be settled through the Royal Court of Justice of Bhutan. The parties to this Contract shall file the case to the Royal Court of Justice of Bhutan located in the jurisdiction of the place where the work is executed.

Model Form I

See Note to Form on Clause SC 6.2(b) (ii)

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

Signature

Date

Name: _____

Title: _____

Appendix A – Description of Services

Note: This Appendix will include the final Terms of Reference agreed by the Procuring Agency and the Consultant during technical negotiations, 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 - Hours of Work for Key Personnel

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 staff-months for each.

C-2 same information as C-1 for Key local Personnel.

C-3 same as C-1 for Key Personnel to be assigned to work outside Bhutan¹⁴.

C-4 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 through C-3.

List here the hours of work for Key Personnel; travel time to and from Bhutan for Foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

¹⁴ Where applicable

Appendix D - Cost Estimates in Foreign Currency

Note: List hereunder cost estimates in foreign currency:

1. (a) Monthly rates for Foreign Personnel (Key Personnel and other Personnel)
(b) Monthly rates for Local Personnel (Key Personnel and other Personnel), if applicable
2. *Reimbursable expenses (items that are not applicable should be deleted; others may be added):*
 - (a) *Per Diem allowances for each of the Foreign or Local Personnel for every day in which such Personnel shall be absent from their home office and shall be outside Bhutan.*
 - (b) *Air transport for Foreign Personnel:*
 - (i) *the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class;*
 - (ii) *for any foreign Personnel spending twenty-four (24) consecutive months or more in Bhutan, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in Bhutan. Such Personnel will be entitled to such extra round trip only if upon their return to Bhutan they are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.*
 - (c) *Air transport for dependents: the cost of transportation to and from Bhutan of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty in Bhutan for the purpose of the Services for periods of twelve (12) consecutive months or longer, provided that the stay of such dependents in Bhutan shall be for not less than three (3) consecutive months duration. If the assignment period for resident staff of the Foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.*
 - (d) *Miscellaneous travel expenses*
 - (i) *for the air travel of each of the Foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight;*
 - (ii) *the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.*
 - (e) *International communications: the cost of communications (other than those arising in Bhutan) reasonably required by the Consultant for the purposes of the Services.*
 - (f) *The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.*
 - (g) *The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultant and to be paid for by the Procuring Agency (including transportation to Bhutan):*
(list the relevant equipment, instruments, materials and supplies)
 - (h) *The cost of transport of personal effects.*
 - (i) *The rate for the programming, use of, and communications between, the computers and peripherals used for the purpose of the Services.*

- (j) The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Agency.*
- (k) The foreign currency cost of any subcontract required for the Services and approved in writing by the Procuring Agency.*
- (l) The cost of training of the Procuring Agency's personnel outside Bhutan, if training is a major component of the assignment, and is specified as such in the TOR.*
- (m) The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, subject to the prior authorization in writing by the Procuring Agency.*

Appendix E - Cost Estimates in Local Currency

Note: List hereunder cost estimates in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):
 - (a) Per Diem rates for subsistence allowance for foreign short-term Personnel:
 - (i) per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SC 6.3] per day, plus estimated totals, for each of the short-term Foreign Personnel (i.e., with less than twelve (12) months consecutive stay in Bhutan) for the first ninety (90) days during which such Personnel shall be in Bhutan;
 - (ii) per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SC 6.3] per day, plus estimated totals, for each of the short-term Foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in Bhutan.
 - (a) Per Diem allowance for each of the long-term Foreign Personnel (twelve (12) months or longer consecutive stay in Bhutan), plus estimated totals.
 - (b) The cost of local transportation.
 - (a) The cost of the following locally procured items: office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in Bhutan, all if and to the extent required for the purpose of the Services.
 - (a) The cost of equipment, materials and supplies to be procured locally in Bhutan.
 - (a) The local currency cost of any subcontract required for the Services and approved in writing by the Procuring Agency.
 - (a) The cost of training of Procuring Agency's staff in Bhutan, if training is a major component of the assignment, specified as such in the TOR.
 - (a) The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, as agreed in writing by the Procuring Agency.
3. Per Diem rates for subsistence allowance for Local Key Personnel:
 - (a) Per Diem rates for each local personnel if they have to travel outside their home office

Appendix F - Duties of the Procuring Agency

Note: List under:

- F-1 Services, facilities and property to be made available to the Consultant by the Procuring Agency.
- F-2 Professional and support counterpart personnel to be made available to the Consultant by the Procuring Agency.

Appendix G - Form of Advance Payments Guarantee

Note: See Clause GC 6.4(a) and Clause SC 6.4(a).

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 _____ 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]¹⁵ 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 monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____, 2__,¹⁶ 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.

[Signature]

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

⁴⁸ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency or currencies of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Agency.

⁴⁹ Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Procuring Agency would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.