



Procurement of Consulting Services

Name of the Work:

**Feasibility Study and Preparatory works for the proposed
Sports Complex in Trongsa**

Contract Ref. No.:

.....

Date of Issue:

27.02.2020

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REQUEST FOR PROPOSALS

DAT/ENG/2019-20/

February 27, 2020

Procuring Agency: Dzongkhag Administration, Trongsa

***Title of Consulting Services: Proposed Sports Complex in
Trongsa***

Section 1: Letter of Invitation

DAT/PU-01/2019-20/3176

February 27, 2020

Notice for Procurement of Consulting Services

The Dzongkhag Administration, Trongsa invites proposals to provide the following consulting Services: Proposed Sports Complex in Trongsa. More details on the services are provided in the Terms of Reference.

This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:
Competent Bhutanese Consulting firms holding valid Trade License and registered with the Construction Development Board

OR if possible, The Bhutanese consultancy firms may form joint venture with international consultancy firms to enhance professional capacity.

Consultant will be selected under **Quality & Cost based selection (QCBS) system (70% weightage for Technical Proposal & 30% weightage for Financial bid)** and procedures described in this RFP, in accordance with the latest Procurement Rules and Regulations in force of the Royal Government of Bhutan

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

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract

The RFP document can be downloaded free of cost from our Dzongkhag's website www.trongsa.gov.bt with effect from 27th Feb 2020 to 13th March 2020.

The sealed Technical Proposal & Financial Bid must be delivered to the **Office of the Procurement Officer, Thruempang, Trongsa, on or before 10:am (BST) on March 13th, 2020 and will be publicly opened on the same day at 10:30 a.m. in the Office of Procurement.**

For the format and the details required to be submitted as a part of the technical proposal please refer to the technical proposal evaluation criteria, Bid Data Sheet and the technical proposal forms which are a part of this bid document.

For further clarifications, please contact the District Engineer/District Planning Officer, Dzongkhag Engineer Sector/Dzongkhag Planning Unit, Trongsa at telephone numbers **975 77472670/77209790** during working hours.

The Dzongkhag Administration will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

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 shortlisted 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) from those participating in the bidding process in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted 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 provide in timely fashion and 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 advise 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:

(aa) A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that has a business relationship with 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.

(bb) 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 & Corruption

- 4.1 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. In pursuance of this policy, the RGoB:

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

disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under 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-10 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 Anti-Corruption Commission (ACC) of Bhutan, for necessary action as per the statutes and provisions of the relevant agency.
- 4.2 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.
- 4.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal Submission Form (Section 4).
- 5 Origin of Goods & Consulting Services**
- 5.1 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

- (a) as a matter of law or 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 Sub-Consultants** 8.1 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 Exclusion of Consultant or Sub-Consultants** 9.1 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.
- 10 Contents, Clarification & Amendment of the RFP Document**
- 10.1 The RFP document comprises:
- Section 1 - Letter of Invitation
 Section 2 - Instructions to Consultants (including Data Sheet)
 Section 3 - Technical Proposal - Standard Forms
 Section 4 - Financial Proposal - Standard Forms
 Section 5 - Terms of Reference
 Section 6 - Standard Forms of Contract
- 10.2 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 10.4 below;
- 10.3 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.
- 10.4 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.
- 11 Preparation of Proposals**
- 11.1 The Proposal, as well as all related correspondence exchanged by the Consultant and the Procuring Agency, shall be written in the language specified in the Data Sheet.
- 11.2 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.
- 11.3 While preparing the Technical Proposal, Consultants must pay particular attention to the following:
- (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture/consortium/association or sub-consultancy it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted

Consultants, if so indicated in the Data Sheet. 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 vita (CV) may be submitted for each position.

12 Language

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

13 Technical Proposal Format & Content

13.1 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (i) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only, a brief description of the Consultant's organization and an outline of the recent experience of the Consultant on assignments of a similar nature is required in Form TECH-2 of Section 3. In the case of a joint venture/consortium/association, this information should be provided for each partner. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff who participated, the duration of the assignment, the Contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Procuring Agency as a corporation or as one of the major firms within a joint venture / consortium / association. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Agency .

- (ii) For the STP, the above information is not required and Form TECH-2 of Section 3 shall not be used.
 - (b) (i) For the FTP only, comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Procuring Agency (Form TECH-3 of Section 3).
 - (ii) For the STP, Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-paragraph 12.1 (c) (ii)).
 - (c) (i) For the FTP and STP, a description of the approach, methodology and work plan for performing the assignment and covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which shall also be provided and which will show in the form of a bar chart the timing proposed for each activity.
 - (ii) For the STP only, the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, comments and suggestions, if any, on the Terms of Reference, counterpart staff and facilities.
 - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
 - (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
 - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3). CVs shall be supported by at least two references from past client.
 - (g) For the FTP only, a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
 - (h) Any drawings and/or specifications that form part of the Technical Proposal (FORM TECH-9 of Section 3).
 - (i) Duly executed Integrity Pact Statement (FORM TECH-10 of Section 3).
- 13.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- 14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the

assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultant's home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if also appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; 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.

- 14.2 In case of Foreign Consultants (as individual or as a firm), the consultant may express the price of their services in a maximum of three freely convertible foreign currencies, singly or in combination. The Procuring Agency may require Consultants to state the portion of their price representing local costs in Ngultrum (BTN) if so indicated in the Data Sheet.
- 14.3 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 15 Taxes**
- 15.1 The Consultant may be subject to local taxes (such as value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies, etc) on amounts payable by the Procuring Agency under the Contract. The Procuring Agency will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 16 Sealing & Submission of Proposals**
- 16.1 The original proposal (Technical Proposal and, if required, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. The person who signed the Proposal must initial such corrections. Submission letters for the Technical and Financial Proposals shall respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 16.2 An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 16.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in paragraph 16.8 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.
- 16.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed

by the reference number and name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked “**CONFIDENTIAL – DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE APPOINTED OPENING OFFICIAL(S), BEFORE 10:30 A.M. (BST) ON 19TH OCT 2017**”. 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.

16.5 All inner envelopes shall:

- (a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant; and
- (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 16.8 hereunder.

16.6 All inner and outer envelopes shall be sealed with adhesive or other sealant which will prevent re-opening.

16.7 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 10.4. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened.

17 Withdrawal & Substitution of Proposals

17.1 A Consultant may withdraw or substitute its Proposal after it has been submitted by sending a written notice in accordance with paragraph 16, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with paragraph 16.2. Any substitution of a Proposal must accompany the respective written substitution notice. All notices must be:

- (a) submitted in accordance with paragraph 16 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 16.7.

17.2 Proposals requested to be withdrawn in accordance with paragraph 17.1 shall be returned unopened to the Consultants.

- 17.3 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.
- 18 Opening of Proposals**
- 18.1 Immediately after the closing date and time for submission of Proposals any envelopes marked “Withdrawal” and accompanied by a properly authorized withdrawal notice shall be put aside, and stored safely and securely ready for return to the Consultant.
- 18.2 The Procuring Agency then shall open all remaining Technical Proposals, including any substitutions accompanied by a properly authorized substitution notice. The Financial Proposals shall remain sealed and securely stored.
- 19 Evaluation to be Confidential**
- 19.1 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.
- 19.2 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.
- 19.3 The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.
- 19.4 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 20 Evaluation of Technical Proposals**
- 20.1 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.
- 20.2 Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant shall be invited to negotiate its proposal and the Contract in accordance with the instructions given under paragraphs 23 to 26 of these Instructions.
- 21 Public Opening & Evaluation of Financial Proposals (only for QCBS, FBS, & LCS)**
- 21.1 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.

- 21.2 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The names of the Consultants and their technical scores shall be read aloud. The Financial Proposals of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information read out and recorded:

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

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

- 21.3 The Procuring Agency shall prepare a record of the opening of the Financial Proposals, which shall include the information disclosed to those present in accordance with paragraph 21.2 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.

- 21.4 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 14.1, 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.

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

21.5 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.

21.6 In the case of Fixed-Budget Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal within the budget. 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. In both cases the evaluated proposal price according to paragraph 21.5 shall be considered, and the selected firm invited for negotiations.

22 Negotiations

22.1 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.

23 Technical Negotiations

23.1 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.

- 24 Financial Negotiations**
- 24.1 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.
- 24.2 In the cases of QCBS, Fixed-Budget Selection and the Least-Cost Selection methods involving time based Contracts, unless there are exceptional reasons the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- 24.3 In the case of a Lump Sum Contract where price is a factor of selection, the price shall not be negotiated.
- 24.4 Reimbursable costs are payable on an actual expenses incurred basis, and thus shall not be subject to financial negotiation.
- 25 Availability of Professional Staff/Experts**
- 25.1 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.
- 26 Conclusion of the Negotiations**
- 26.1 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.
- 27 Procuring Agency's Right to Accept Any Proposal & to Reject Any or All Proposals**
- 27.1 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.

- 28 Award of Contract**
- 28.1 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.
- 28.2 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 Financial Proposal total price it offered; and
 - (c) the date of the award decision.
- 28.3 The time taken to notify unsuccessful Consultants and publish the notification of award on the Procuring Agency's website may in no circumstances exceed 15 days from the date of the decision to award the Contract to the successful Consultant.
- 28.4 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.
- 28.5 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 the its duly authorized representative together with the date of signature;
 - (b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall 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 17.3 shall apply.
- 28.6 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 29 Confidentiality**
- 29.1 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 antifraud and corruption policy.

Instructions to Consultants

DATA SHEET

ITC Paragraph Reference	Details
1.1	<p>Name of the Procuring Agency: Dzongkhag Administration, DAT, Trongsa</p> <p>Method of selection: Quality & Cost Based System (QCBS)</p> <p>A Consultant will be selected under Quality & Cost based selection (QCBS) system (70% weightage for Technical Proposal & 30% weightage for Financial bid) and procedures described in this RFP, in accordance with the latest Procurement Rules and Regulations in force of the Royal Government of Bhutan</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Proposed Sports Complex in Trongsa</p> <p>The scope of the assignment and expected time of its completion are:</p> <ol style="list-style-type: none"> i. Topographical Survey and Mapping of the project location(s) ii. Soil Investigation in the project location(s) iii. Preliminary zonation and cost estimates of the infrastructure <p>Refer to the Terms of Reference for further details.</p> <p>The assignment is expected to be fully completed before or within 75 Days (75)</p>
1.3	<p>A pre-proposal conference will be held: No</p> <p>The Procuring Agency 's representative is: District Engineer/Planning Officer</p> <p>Address: Dzongkhag Administration, Trongsa</p> <p>Telephone: (975 77472670/77209790)Facsimile: (975 77472670/77209790)</p> <p>E-mail: sdorji@trongsa.gov.bt/prinzin@trongsa.gov.bt</p>
1.4	<p>The Procuring Agency will provide the following inputs and facilities: None</p>
2.1 (a)	<p>The Procuring Agency envisages the need for continuity for downstream work: No</p>
4.1 (e)	<p>The bidders shall submit a signed Integrity Pact: Yes</p>

7.1	Proposals must remain valid for 75 days after the submission date
10.2	<p>Clarifications may be requested not later than 7 days before the submission date.</p> <p>The address for requesting clarifications is: District Engineer/Planning Officer, Dzongkhag Administration, Trongsa</p> <p>Facsimile:97577472670/77209790 E-mail: sdorji@trongsa.gov.bt/prinzin@trongsa.gov.bt</p>
10.3	A pre-proposal meeting will not be conducted.
11.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: NA.
11.3 (b)	The estimated number of professional staff-months required for the assignment is: 2 Month and 15 days (75days)
12.1	Proposals shall be submitted in the following language: English
13.1	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP) . The valid trade license and CDB certificate shall be enclosed with the technical proposal.
13.1 (g)	Training is a specific component of this assignment: No
14.1	The financial proposal should be prepared based on Clause 14.1 of the RFP and should include all costs necessary to perform the services in accordance with the requirements of the Terms of Reference. Please use For FIN-1 & FIN-2
14.2	Consultant to state all costs in Ngultrum: Yes
15.1	<p>Amounts payable by the Procuring Agency to the Consultant under the Contract to be subject to local taxation: Yes</p> <p>The Consultant will pay local taxes without reimbursement by the Client: Yes</p>
16.3	The Consultant must submit the original and one copy of the Technical Proposal, and the original & one copy of the Financial Proposal. The technical and financial proposals have to be sealed in separate inner envelopes.
16.7	<p>The Proposal submission address is: Dasho Dzongda, Dzongkhag Administration, Trongsa, Bhutan</p> <p>Proposals must be submitted no later than the following date and time: <u>10a.m. (BST) on 13th March, 2020</u></p>
20.1	<p>Criteria, sub-criteria and the points system for the evaluation of Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p>

	<p>(I) Specific experience of the Consultant relevant to the assignment within last five years:</p> <p>a) General permanent and survey works (Maximum points) 5.00</p> <ul style="list-style-type: none"> i. Above two nos. of similar project completed:5.00 ii. Up to two nos. of similar project completed :3.00 iii. One no. of similar project completed: 1.00 iv. None: 0.00 <p style="text-align: right;">Total points for criterion (I): 5.00</p> <p>(II) Adequacy of the proposed methodology & work plan in responding to the Terms of Reference:</p> <p>a) Technical approach & methodology (Maximum points) 10.00</p> <ul style="list-style-type: none"> i. Excellent 10.0 ii. Very Good 8.00 (score given)methodology as cited in previous works iii. Good 4.00 iv. Satisfactory 2.00 v. Poor 1.00 vi. Not submitted 0.00 <p>b) Work plan (Maximum points) 5.00</p> <ul style="list-style-type: none"> vii. Excellent 5.0 (Score given)as proposed and stipulated in SBD viii. Very Good 4.00 ix. Good 3.00 x. Satisfactory 2.00 xi. Poor 1.00 xii. Not submitted 0.00 <p>c) Organization & staffing (Maximum points) 5.00</p> <ul style="list-style-type: none"> i. Excellent 5.0 (Score given) Two geologist and surveyor, Senior Engineer who worked as consultant not less than 10-15 years (,,Name:) ii. Very Good 4.00 iii. Good 3.00 iv. Satisfactory 2.00 v. Poor 1.00 vi. Not submitted 0.00
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	Total points for criterion (II):	20.00
(III) Key professional staff qualifications & competence for the assignment:		
	Project Manager/Team Leader	10.00
a) Qualification (Maximum points)		
	i. Master's degree or bachelor degree above 5years	10.00
	ii. Bachelor's degree below 5years	7.00
	iii. Diploma in relevant field	0.00
	b) Architect	10.00
	i. Master's degree or bachelor degree above 5years	10.00
	ii. Bachelor's degree below 5years	7.00
	c)Structural Engineer	10.00
	i. Master's degree or bachelor degree above 5years	10.00
	ii. Bachelor's degree below 5years	7.00
	d)Electrical Engineer	5.00
	i. Master's degree or bachelor degree above 5years	5.00
	ii. Bachelor's degree below 5years	3.00
	e) Surveyor	10.00
	i. bachelor degree above 5years	10.00
	ii. diploma degree above 5years	7.00
	iii. diploma degree below 5years	3.00
	Experience in similar fields (Maximum points)	5.00
	i. More than three project	5.00 (Score given)
	ii. 2 to 3 project	3.50
	iii. 1 to 2 project	2.00
	iv. None	0.00
	Total points for criterion (III):	50.00
(IV) Concepts and Drawings (if any)		
	a) Site Visit and Preparation of concepts/ drawings for the project:	10.00
	b) Availability of Equipment (should attached supporting documents - ownership certificate for owned and lease/hire agreement if proposed to hire) Penetration Test Equipment- SPT / PPT, Geological Compass- Clinometer & Precise GPS.	

	<p>a) Owned by the firm 2.5 (Score given)...firm confirmed having all technical tools required</p> <p>b) Hired from other companies 2.5</p> <p style="text-align: right;">Total points for criterion (IV): 5.00</p> <p>(v) Participation by nationals among proposed key staff 10.00 (score given since all are Bhutanese)</p> <p style="text-align: right;">Total points for the five criteria: 100.00</p>
	The minimum technical score required to pass is: 70.00 Points
21.4	<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.</p> <p>The date of exchange rates is: Date of Opening the Financial Bid Those firms making site visits will be given additional 2 points.</p>
21.6	<p>The formula for determining the financial scores is the following:</p> <p>Sf = 100 x Fm/F, in which Sf is the financial score, Fm 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:</p> <p>T = <u>0.7</u>, and P = <u>0.3</u></p>
22.1	Expected date and address for contract negotiations: During the month of February, March and April 2020
28.6	Expected date for commencement of consulting services: 1st week of the March month 2020

Section 3: Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference paragraph 13.1 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 13.1 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
 - TECH-2 Consultant's Organization and Experience
 - A. Consultant's Organization
 - 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 Procuring Agency
 - A. On the Terms of Reference
 - B. On the Counterpart Staff and Facilities
 - TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
 - TECH-5 Team Composition and Task Assignments
 - TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
 - TECH-7 Staffing Schedule
 - TECH-8 Work Schedule
 - TECH-9 Drawings/Specifications (if applicable)
 - TECH-10 Integrity Pact Statement
-

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:**Dzongdag, Dzongkhag Administration, DAT, Trongsa**

Respected Dasho:

We, the undersigned, offer to provide the Consulting Services titled **Proposed Sports Complex in Trongsa** in accordance with your Request for Proposal dated 2020. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. In this regard you may contact any of our previous Employers or the previous Employers of any of our sub-consultants or any of the employees thereof for further information.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in ITC Reference 7.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in ITC Reference 28.6 of the Data Sheet and to comply with all the provisions of the Contract.

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: _____

Name of Firm: _____

Address: _____

8 *[In case paragraph Reference 13.1 of the Data Sheet requires submission of a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”]*

9 *[Delete in case no association is foreseen.]*

FORM TECH-2: CONSULTANT’S ORGANIZATION & EXPERIENCE

A - Consultant’s Organization

[Provide here a brief (one page) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant’s Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages maximum, listing in the order of most recent first.]

Assignment name:	Approx. value of the contract (in BTN):
Procuring Agency :	Duration of assignment (months):
Address:	Total number of staff months of the assignment:
	Approximate value of the services provided by your firm under the contract (BTN):
Start date (month/year):	Nº of professional staff-months provided by associated Consultants:
Completion date (month/year):	
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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Firm's Name: _____

FORM TECH-3 COMMENTS OR SUGGESTIONS ON THE TERMS OF REFERENCE & ON COUNTERPART STAFF & FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff & Facilities

[Comment here on counterpart staff and facilities to be provided by the Procuring Agency according to paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4 DESCRIPTION OF THE APPROACH, METHODOLOGY & WORK PLAN FOR PERFORMING THE ASSIGNMENT

(For small or very simple assignments the Procuring Agency should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

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

*a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and 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. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

*c) **Organization & Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

FORM TECH-5 TEAM COMPOSITION & TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, & writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:
From [Year]: _____ To [Year]: _____
Employer: _____
Positions held: _____

11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

	Name of assignment or project: _____ Year: _____ Location: _____ Procuring Agency or Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
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13. Certification:

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

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

No	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
N																		
														Subtotal				
Local																		
1		[Home]																
		[Field]																
2																		
N																		
														Subtotal				
														Total				

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
 Part time input

FORM TECH-9 DRAWINGS/SPECIFICATIONS (IF APPLICABLE)

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

FORM TECH 10**INTEGRITY PACT****1. General**

Whereas **Mr. _____ District Engineer** representing the **Dzongkhag Administration, Tronga** Royal Government of Bhutan, hereinafter referred to as the Employer on one part, and _____ (*Name of Person*) representing the _____ (*Name of Bidder*) as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

2. Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, 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, goods and 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 and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of the Employer:

The Employer Commits itself to the following:-

- 3.1 The Employer hereby undertakes that no official 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, bid evaluation, contracting or implementation process related to the Contract.
 - 3.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and will further treat all the Bidders alike.
 - 3.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
 - 3.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal
-

proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

4. Commitments of Bidder

The bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

- 4.1 The bidder will 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, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 4.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly 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 or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 4.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.4 The bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5. Sanctions for Violation

The Breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the bidder, or any one employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions, wherever required:-

- 5.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other Bidder(s) would continue.
-

- 5.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 5.3 The Earnest Money / Security Deposit shall stand forfeited.
- 5.4 To recover all sums already paid by the Employer.
- 5.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 5.6 To cancel all or any other Contracts with the Bidder.
- 5.7 To debar the Bidder from entering into any bid from the government of Bhutan as per the Department Rule.

6. Conflict of Interest

- 6.1 A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).
- 6.2 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

7. Examination of Books of Accounts

- 7.1 In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Employer/authorized person or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

8. Monitoring and Arbitration

- 8.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

9. Legal Actions

- 9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal actions that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
-

10. Validity

10.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge and belief.

The parties hereby sign this Integrity Pact at **Trongsa** on _____

EMPLOYER

BIDDER

Witness:

Witness:

1. _____
(Legal Officer/Internal Auditor)

1. _____

Section 4: Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their 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 under paragraph 14 of Section 2. Such Forms are to be used whichever is the selection method indicated in the fourth paragraph of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is only to be used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or the Single-Source Selection method is adopted, according to the indications provided under paragraph 24 of Section 2.]

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Breakdown of Reimbursable Expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1:**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:
District Engineer
Dzongkhag Administration
Trongsa

Dear Sir:

We, the undersigned, offer to provide the Consulting Services for Proposed Sports Complex in Trongsa in accordance with your Request for Proposal dated2020 and our Technical Proposal. Our attached Financial Proposal is for the sum of Nu.

(Ngultrums

_____ [Insert amount(s) in words and figures¹¹]. This amount is inclusive of all local taxes & duties.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in paragraph Reference 7.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below¹²:

Name & Address of Agent	Amount & Currency	Purpose of Commission or Gratuity

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: _____

Name of Firm: _____

¹¹ Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2.

¹² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Address: _____

FORM FIN-2 SUMMARY OF COSTS / PRICE SCHEDULE

The cost of Consulting Services **for Feasibility Study and Preparatory works for Proposed Sports Complex in Trongsa** is as follows:

SN	Description of Works	Rate (Nu)	Amount in Nu.
A	Preliminary Feasibility Studies		
1	Topographical Survey and Mapping of the project location(s).		
2	Soil Investigation in the project location(s), SPT 1-1.5m depth, 3 numbers of pits.		
3	Preliminary Zonation and Conceptual Drawings and Designs.		
4	Preliminary cost estimates of the infrastructures.		
5	Final Draft report submission and Presentation		
	Sub Total A		
B	Standard Drawings and Designs		
6	Standard detailed drawings/ Architectural/Structural/Electrical/Plumbing and Sanitation.		
7	3 Dimensional views with walk through and site section		
8	Detailed cost estimate and Bill Of Quantities as per BSR 2019.		
9	Tender document and Technical specification (civil and electrical)		
10	Interior design and presentation if required		
11	Final presentation and submission of binding documents		

	Sub Total B		
	Grand Total(A+B)		
	Taxes		
	Total quoted amount		

Note: In case of discrepancy between Unit Price and Total Price per Item, the Unit Price shall prevail. For item(s) of work or facilities not reflected in the “Price Schedule” (if any) but required as per the ‘ToR’ or ‘Instruction to Consultants’, the consultant shall build the rates for such items into the relevant item(s) in the Price Schedule.

Name and Signature _____

Seal of the Consulting firm

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase)¹⁷ _____ _____	Description¹⁸ _____ _____			
Cost Component	Costs			
	<i>[Indicate Foreign Currency # 1]¹⁹</i>	<i>[Indicate Foreign Currency # 2]²⁰</i>	<i>[Indicate Foreign Currency # 3]²¹</i>	<i>[Indicate Local Currency]</i>
Remuneration				
Reimbursable Expenses				
Subtotals				

¹⁷ Form FIN-3 shall be filled in at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill in a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

¹⁸ Names of activities (phase) should be the same as, or correspond to, the ones indicated in the second column of Form TECH-8.

¹⁹ Short description of the activities whose cost breakdown is provided in this Form.

²⁰ Indicate between brackets the name of the foreign currency. Use the same columns and currencies as Form FIN-2.

²¹ For each currency, Remuneration & Reimbursable Expenses must respectively coincide with the relevant Total Costs indicated in Forms FIN-4 and FIN-5.

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase):							
Name ²	Position ²⁴	Staff-month Rate ²⁵	Input ²⁶ (Staff-months)	[Indicate Foreign Currency # 1] ²⁷	[Indicate Foreign Currency # 2] ²⁸	[Indicate Foreign Currency # 3] ²⁹	[Indicate Local Currency]
Foreign Staff							
		[Home]					
		[Field]					
Local Staff							
		[Home]					
		[Field]					
			Total Costs				

²⁴ Form FIN-4 shall be filled in for each of the Forms FIN-3 provided.

²⁵ Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

²⁶ Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

²⁷ Indicate separately staff-month rate and currency for home and field work.

²⁸ Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

²⁹ Indicate between brackets the name of the foreign currency. Use the same columns and currencies as Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

2 FORM FIN-4 BREAKDOWN of Remuneration

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Agency)

Name ³²	Position ³³	Staff-month Rate ³⁴
Foreign Staff		
		[Home]
		[Field]
Local Staff		
		[Home]
		[Field]

³² Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

³³ Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.

³⁴ Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES¹

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____								
No	Description ³⁵	Unit	Unit Cost ³⁶	Quantity	[Indicate Foreign Currency # 1] ³⁷	[Indicate Foreign Currency # 2] ³⁸	[Indicate Foreign Currency # 3] ³⁸	[Indicate Local Currency]
	Per diem	Day						
	International flights ³⁹	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers,							
	Laboratory tests							
	Subcontracts							
	Local transportation							

³⁵ Form FIN-5 should be filled in for each of the Forms FIN-3 provided, if needed.

³⁶ Delete items that are not applicable or add other items according to paragraph Reference 14.1 of the Data Sheet.

³⁷ Indicate unit cost and currency.

³⁸ Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

³⁸ Indicate route of each flight, and if the trip is one- or two-way.

³⁹ Only if the training is a major component of the assignment, defined as such in the TO

	Office rent, clerical							
	Training of the Procuring Agency 's personnel ⁶							
Total Costs								

FORM FIN-5: BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Agency)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Procuring Agency 's personnel ⁴		

1 Delete items that are not applicable or add other items according to paragraph Reference 14.1 of the Data Sheet.

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one- or two-way.

4 Only if the training is a major component of the assignment, defined as such in the TOR.

Appendix**Financial Negotiations - Breakdown of Remuneration Rates**

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee (ie profit), and any premium or allowance paid for assignments away from headquarters. To assist the Consultant in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated Contract.

1.2 The Procuring Agency is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Agency is, therefore, concerned with the reasonableness of the Consultant's Financial Proposal, and during negotiations it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements up to the last three years, to substantiate its rates, and to accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or Royal Government of Bhutan regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Procuring Agency does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. 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 Costs

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the Consultant's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^{40} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

⁴⁰ Where *w* = weekends, *ph* = public holidays, *v* = vacation and *s* = sick leave.

It is important to note that leave can be considered a social cost only if the Procuring Agency is not charged for the leave taken.

- (v) **Overheads**
Overhead expenses 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 (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff 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 Procuring Agency does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.
- (vi) **Fee or Profit**
The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the Contract.
- (vii) **Away from Headquarters Allowance or Premium**
Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary 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. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.
- (viii) **Subsistence Allowances**
Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

UNDP standard rates for Bhutan may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental,
-
-

mobilization and demobilization, insurance and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the Consultant regular payments in local and foreign currency, as long as the Services proceed as planned.
-

Sample Form

Consulting Firm:

Assignment:

Date:

Consultant’s Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm’s payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm’s staff;
- (b) Attached are true copies of the latest salary slips of the staff members listed;
- (c) The away from headquarters allowances indicated below are those that the Consultant has agreed to pay for this assignment to the staff members 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 Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant’s Representations Regarding Costs & Charges

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

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

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

Section 5: Terms of Reference (TOR)

Terms of Reference

1. Name of Client: Dzongkhag Administration, Trongsa

2. Project Location(s): Trongsa

3. Project Background: As part of common minimum infrastructure development, Dzongkhag administration embarks to establish double storied multi-parking for the public, MPH stadium for multiple usage, Helipad ground and some other infrastructure development works including redesigning and conceptual mapping. Strategic location for the Dzongkhag as a transit for traveler's towards Eastern region and Gelephu to the South have immensely contributed towards achieving the goal of converting Trongsa into a regional economic hub. Over the few years, number of populations have increased resulting in increased number of vehicles and Dzongkhag Throm has huge challenge to manage the traffic most of the time. Implementation of the project of constructing multi-storied public parking will ease the traffic and help in regulating a conducive human settlement and will also supplement in achieving the goal of regional economic hub as the Dzongkhag expects the buses plying from eastern region to halt at Trongsa taking completed East-West Highway into consideration (*Shortened distance*). The multi-storied parking will be an architectural genius and a model for replication. It is expected to benefit 560 households and travelers along East-West Highway and Gelephu. Construction of MPH stadium is expected to address multiple issues in the Dzongkhag. Since Dzongkhag doesn't have one, we are relying on the availability of Sherabling Central School ground for almost all the events including national events. And SCS ground is the only facility in the Dzongkhag used for multiple reasons such as Dzongkhag sports, seasonal sports gathering and any other celebration purpose posing high disturbance to the school administration in many reasons. Thus, MPH stadium for Dzongkhag would ease burden to the school. This is intended to assist us to understand overall feasibility to construct Dzongkhag sports complex/MPH at the earliest.

4. Scope of Works

Dzongkhag Administration, Trongsa would like to recruit the services of a consultancy firm to carry out the following works;

- iv. Topographical Survey and Mapping of the project location(s)
- v. Soil Investigation in the project location(s)
- vi. Preliminary zonation and cost estimates of the infrastructure

4.1 Details of the Topographical Survey and Mapping

a. Control Points

- Establishment of bench mark (horizontal and vertical control points) on the ground at strategic locations to carry out detailed survey and for future reference.
- The coordinates system shall be based on arbitrary coordinates or GPS coordinates. Wherever possible, the national coordinate system DrukRef shall be used.

b. Detailed Survey

All notable physical features both man-made and natural which shall be, but not limited to, buildings, monuments, orchards, places of worship, posts (Electricity and Telecommunication), pipelines, existing roads and stream/ river/ canal crossings, cross drainage structures, septic tanks, manholes, fencing, wall, hut, etc. which are found on the ground should be surveyed.

c. Contour Survey

Contour survey shall be carried out in consideration to finally generate a map/data with contour interval of 1 meter. The spot heights should also be picked up as to incorporate any elevation variation of 1meter on the ground considering Bank Top and Bank Toe (bunds).Spot heights should also be given at a grid mesh of 5-10M depending upon the terrain but wherever there is change of elevation of the ground, spot heights should be taken to indicate it.

d. Final Deliverables

Sl.No	Descriptions	Quantity
1	Digital Copy of Topographic Datasets (in both LISCAD see. file format and AutoCAD drawing format).	1- Soft Copy
2	Printout Copy of Topographical Map in a required paper size to fit all details with clear and legible legend.	2 - Hard Copies

e. Professionals Required

No	Position	Experiences	Tasks/Responsibilities
	Surveyor (1/2 nos.)	<p>Must be thoroughly familiar with all the large-scale topographic procedures using GPS, Total Stations, Liscad software's and AutoCAD.</p> <p>Should have practical experience in carrying out topographic survey with a proven record of supervising, organizing, managing project preparation and executing topographic survey of towns / settlements.</p>	<ul style="list-style-type: none"> • Will function as the Team Leader. • Will be responsible for the implementation of all activities including timely completion. • Shall guide, supervise, coordinate and monitor the works of survey teams. • Provide protocols for dealing with public with regard to issues related to land. • Review and edit the survey data surveyed by field surveyors. • Prepare a final report and maps for submission to Client.
	Field Surveyors (1/2 Nos.)	Must be thoroughly familiar with all the large-scale topographic procedures for any topography.	<ul style="list-style-type: none"> • Rundown traverse for the densification of control points. • Collect the survey field data using total station. • Work closely with the team leader. • Edit data on daily basis. • Maintain field book for daily field observations-

		Should have thoroughly familiar with the usage of GPS, Total Stations, Liscad software's and AutoCAD.	instrument height, reflector's height and any other related information should be noted.
	Survey Field Assistants (2/3 Nos.)	Should have familiar in leveling and handling of latest total stations.	<ul style="list-style-type: none"> • Carry survey equipment to the site. • Carry the reflector poles during the field survey.

4.2 Soil Investigation in the project location(s)

a. Field Investigations

- Excavation of pits upto the required depth of 1-1.5m, uniformly throughout the project location and preparing bore logs.
- Carry out Portable Penetration tests as per the relevant codes.
- Carry out Standard Penetration test as per the relevant IS codes where feasible/possible.
- Carry out field density test in the pits.
- Collection of samples for lab tests.
- Backfilling of the pits.

b. Laboratory Tests

The following laboratory tests are to be conducted to determine the bearing capacity as per both the approaches of Shear and Settlement;

- Soil Gradation Test - IS 2720, Part 4 (1985)
- Determination of Moisture Content - IS 2720, Part 2 (1973)
- Determination of Maximum Dry Density - IS 2720, Part 8 (1983)
- Determination of Specific gravity - IS 2720, Part 3 (1980)
- Direct Shear Test - IS 2720, Part 13 (1986)
- Atterberg Limit Test - IS 2720, Part 5 (1985)

c. Final Deliverables

Sl.No	Descriptions	Quantity
1	Digital Copy of the report	1- Soft Copy
2	Printout Copy of Soil investigation report including description of project area, methodology, bore log details, bearing capacity based on Shear and Settlement Approaches, laboratory test results, conclusion and recommendations.	2 - Hard Copies

d. Professionals Required

No	Position	Experiences	Tasks/Responsibilities
	Surveyor/ Geo-Tech	Should have practical experience in carrying out geotechnical and hazard assessment with a proven record of supervising, organizing managing project preparation and executing geotechnical studies of towns / settlements.	<ul style="list-style-type: none"> • Will function as the Team Leader. • Will be responsible for the implementation of all activities including timely completion. • Provide protocols for material testing; assist with test formats, procedures of Quality control tests required by the project. Provide protocols for dealing with public with regard to issues related to land. • Prepare borelogs of the test pits • Prepare overall report
	Lab Technicians (4 nos.)	Must be thoroughly familiar with Field and laboratory testing with experience in operating SPT, PPT equipment.	<ul style="list-style-type: none"> • Conduct the field tests of SPT, PPT, field density as per the ME's instructions. • Carry out the laboratory test as per the relevant standards and codes.

4.3 Preliminary zonation and cost estimates of the infrastructure

- Prepare a preliminary zonation of the infrastructure to be set up in the project locations.

- Prepare a preliminary cost estimate based on the prevailing market rates/BSR 2018 or quick cost guide as applicable. The preliminary cost estimates shall be carried out for those structures proposed by the client.

a. Professionals Required

No	Position	Experiences	Tasks/Responsibilities
	Architect 1 No.	Should have practical experience in preparation of masterplans of towns/ infrastructure.	<ul style="list-style-type: none"> • Prepare a feasible zonation in the project locations for the different infrastructure in consultation with the client. • Include the provision of transport networks.
	Civil Engineer 1 No.	Should have practical experience in preparation of cost estimates.	<ul style="list-style-type: none"> • Prepare cost estimates based on the prevailing market rates/BSR 2018 or quick cost guide as applicable.
	Electrical Engineer 1 No.	Should have practical experience in preparation of cost estimates.	<ul style="list-style-type: none"> • Prepare cost estimates based on the prevailing market rates/BSR 2018 or quick cost guide as applicable.
	3D expert 1 No.	Should have practical experience in preparation of 3D and walk through.	<ul style="list-style-type: none"> • Prepare walk through based on the site conditions and final approved drawings.

5. Support services to be provided by the client

- Tentative survey boundary data shall be provided by Client in Google Earth Format
- Clearance for clearing of bushes or tree felling inside the boundary to be provided by client before the start of the work.

6. Payment Schedule

Payments shall be made according to the following schedule:

- (a). Thirty percent (30%) of the contract amount shall be paid upon contract signing.

- (b).Forty percent (40%) of the contract amount shall be paid upon completion of field geotechnical investigations and 75% of the survey works.
- (c).Thirty percent (30%) of the contract amount shall be paid upon submission of soil investigation report, topographical survey report and preliminary zonation and cost estimates.

7. Time Duration

The total time for the consulting assignment is 2 (two) months reckoned after 10 days from the award of the work.

Other scope of works

Further to the feasibility study, the following can also be carried out by the same consulting firm as second phase of the assignment upon mutual agreement with the client within this project period without additional expenditures;

1. Detailed designs (architectural, structural, and electrical), obtaining approval from the respective dzongkhag administration, and detailed cost estimates.
 2. Interior Design, landscaping, furniture layout.
-

Section 6: Standard Forms of Contract

The attached Form of Contract shall be used.

S T A N D A R D F O R M O F C O N T R A C T

Consulting Services
Lump-Sum

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CONTRACT FOR CONSULTING SERVICES

Lump-Sum

between

Dzongkhag Administration, Trongsa

and

[name of the Consultant]

Dated:

I. Form of Contract
LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], 2020, between, on the one hand, **District Engineer, Trongsa Dzongkhag Administration, DAT** (hereinafter called the “Procuring Agency”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall 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

Appendix A: Description of Services	_____	Not used
Appendix B: Reporting Requirements	_____	Not used
Appendix C: Key Personnel and Sub-Consultants	_____	Not used
Appendix D: Breakdown of Contract Price in Foreign Currency	_____	Not used
Appendix E: Breakdown of Contract Price in Local Currency	_____	Not used
Appendix F: Services and Facilities Provided by the Procuring Agency	_____	Not used
Appendix G: Form of Advance Payment Guarantee	_____	Not used
2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Agency shall make 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 **Dzongkhag Administration, Trongsa**

District Engineer, DAT

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) **Contract Price:** The price to be paid for the performance of the Services, in accordance with Clause 6;
 - f) **Day:** A calendar day.
 - g) **Effective Date:** The date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
 - h) **Foreign Currency:** Any currency other than Bhutanese Ngultrum (BTN).
 - i) **GC:** These General Conditions of Contract.
 - j) **Government:** The Royal Government of Bhutan (RGoB).
 - k) **In writing:** Communicated in written form (eg. by mail, electronic mail, fax, telex) with proof of receipt.
 - l) **Local Currency:** Bhutanese Ngultrum (BTN).
 - m) **Member:** Any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
 - n) **Party:** The Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.
 - o) **Personnel:** Professional and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professional and support staff who at the time of being so provided have their domicile outside Bhutan; “Local Personnel” means such professional and support staff who at the time of being so provided have their domicile
-

in Bhutan; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

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

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representatives

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

1.8 Taxes & Duties

The Consultant, Sub-Consultants, and the Personnel of both of them shall pay such indirect taxes, duties, fees and other impositions levied under the

Applicable Laws of Bhutan as are specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud & Corruption

1.9.1 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. In pursuance of this policy, the RGoB:

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

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

1.9.2 Measures to be Taken

(b) 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;

(c) will sanction a Consultant, Sub-Consultant or the personnel of either of them, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;

(d) will report the case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

1.9.3 Commissions & Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION & 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 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.

2.3 Expiration of Contract

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

2.4 Modifications or Variations

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

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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.

2.5.4 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination**2.6.1 By the Procuring Agency**

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

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

2.6.2 By the Consultant

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

- (a) If 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.

2.6.3 Payment upon Termination

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

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

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.

3.2 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. The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality Except with the prior written consent of the Procuring Agency, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the

- by the Consultant** case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Procuring Agency's Prior Approval** The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered on CD ROM in addition to the hard copies specified in the said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Procuring Agency**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Procuring Agency, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant:
- (a) 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
 - (b) shall periodically permit the Procuring Agency or its designated representative, for a period of up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors, if so required by the Procuring Agency.
- 4. CONSULTANT'S PERSONNEL**
- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key
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Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Procuring Agency.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Procuring Agency (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.3 Resident Project Manager

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

5. OBLIGATIONS OF THE PROCURING AGENCY

- 5.1 Assistance & Exemptions** The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as are specified in the SC.
- 5.2 Change in the Applicable Laws of Bhutan Related to Taxes & Duties** If, after the date of this Contract, there is any change in the Applicable Laws of Bhutan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services, Facilities & Property** (a) The Procuring Agency shall make available free of charge to the Consultant the services, facilities and property listed in Appendix F at the times and in the manner specified in the said Appendix F.
- (b) In case such services, facilities and property are not made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1 hereinafter.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clauses 5.2 and 5.3 (b), the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms & Conditions of Payment** Payments will be made to the account(s) of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form as the Procuring Agency shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Procuring Agency specifying the amount due.
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6.5 Interest on Delayed Payments If the Procuring Agency has delayed payments beyond **thirty (30) days** after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

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

8.2 Dispute Resolution Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for 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
1.3	The language is: English
1.4	<p>The addresses are:</p> <p>Procuring Agency: Dzongkhag Administration, Trongsa</p> <p>Attention: District Engineer/Planning Officer, Dzongkhag Administration, Trongsa</p> <p>TeleFax:</p> <p>E-mail:</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
{1.6}	{The Member in Charge is <i>[insert name of member]</i> }
1.7	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: District Engineer/Planning Officer, Dzongkhag Administration, Trongsa</p> <p>For the Consultant: _____</p>
{2.1}	<p>The effectiveness conditions are the following:</p> <p>The Contract will be effective from the date of signing the Contract Agreement</p>
2.2	The number of days shall be 7 (seven) days from the date of signing the Contract.
2.3	The time period shall be 2 months (60 days).
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bhutan by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage;</p> <p>(b) Third Party liability insurance, with a minimum coverage;</p> <p>(c) professional liability insurance, with a minimum coverage;</p>

{3.5 (c)}	{The other actions are: <i>[insert actions]</i> .}
3.7 (b)	Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.
4.3	{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.3.}
5.1	Not applicable
6.2(a)	The amount in foreign currency or currencies is: Not Applicable.
6.2(b)	The amount in Ngultrum is: Nu. <i>[insert amount]</i>.
6.4	<p>The accounts are:</p> <p style="padding-left: 40px;">for Ngultrum: _____ <i>[insert account]</i></p> <p>Payments shall be made according to the following schedule:</p> <p style="padding-left: 40px;">(a) One hundred (100) percent of the lump-sum amount shall be paid upon submission & approval of the final report.</p>
6.5	The interest rate is: 10% per annum.
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>For Contracts with Bhutanese Consultants</p> <p>Construction Development Board (CDB) or other Independent Agency:</p> <p>GCC Sub-Clause 8.2 - All disputes arising in connection with the present Contract shall be finally resolved by arbitration in accordance with the rules and procedures of the CDB or any other independent agency that has been appropriately mandated at the time of submission of the dispute through its National Arbitration Committee. The arbitration award shall be final on the parties who shall be deemed to have accepted to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.</p>
9	<p>Extension of Completion time:</p> <p>An extension of the time for completion of the services may be allowed by the Client for the following reasons: (a) additional work has to be done, (b) adverse climatic conditions or other natural calamities have caused work stoppages, (c) delay or impediment on the part of the Client, and (d) there are unusual circumstances or conditions that have occurred which are not directly attributable to the Consultant.</p> <p>The Consultant must give notice of any event causing a delay within twenty-one (21) days of such occurrence and the Client must within a reasonable time decide on extended date for completion.</p>
10	<p>Liquidated damages</p> <p>If the Consultant fails to complete the whole of the works/services, or any part thereof (if to be completed in sections), within the times agreed upon for</p>

	<p>completion, the Client shall have the right to levy liquidated damages equivalent to 0.1 percent of the contract price (or the price of the sub-section thereof) for every day of delay. However, the total amount of liquidated damages shall not exceed ten percent (10%) of the Contract Price.</p>
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IV. Appendices

APPENDIX A DESCRIPTION OF SERVICES

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

APPENDIX B REPORTING REQUIREMENTS

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

APPENDIX C KEY PERSONNEL & SUB-CONSULTANTS

Note: List under:

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

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

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

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

APPENDIX D BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

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

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

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

APPENDIX E BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

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

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

APPENDIX F SERVICES & FACILITIES PROVIDED BY THE PROCURING AGENCY

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

APPENDIX G FORMS FOR ADVANCE PAYMENT BANK GUARANTEE

Note: See Clause GC 6.4 and Clause SC 6.4.

Bank Guarantee for Advance Payment

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

Beneficiary: _____ *[Name and Address of Procuring Agency]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

At the request of the Consultant, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)⁵⁶ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract because the Consultant has used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified payment statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___,⁵⁷ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Procuring Agency's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

[signature(s)]

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

⁵⁶ 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.

⁵⁷ 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.