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**THROMDE ADMINISTRATION
SAMDRUP JONGKHAR THROMDE**



Procurement of Consulting Services

Name of Activity:

“Design of Motanga bypass road and bridge at LAP III to connect with LAP I at Samdrup Jongkhar Thromde”

Contract Reference # SJT/IDD/05/19-20/513

September 17, 2019

PREFACE

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

To obtain further information on procurement you may contact:

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

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REQUEST FOR PROPOSALS
RFP # [SJT/IDD/05/19-20/513]

Project Name

[Design of Motanga bypass road and bridge at LAP III to connect with LAP I at Samdrup
Jongkhar Thromde]

Procuring Agency

[Thromde Administration, Samdrup Jongkhar]

SECTION 1: LETTER OF INVITATION

SJT/IDD/05/19-20/

Date: 17th September 2019

The [**Thromde Administration, Samdrup Jongkhar**] invites proposals to provide the following consulting services: [**Design of Motanga bypass road and bridge at LAP III to connect with LAP I at Samdrup Jongkhar Thromde**]. 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:

Open to competent Bhutanese consulting firm holding valid trade license and registered with the Construction Development Board

The Bhutanese consultancy firm may form joint venture with international consultancy firm to enhance professional capacity

It is not permissible to transfer this invitation to any other firm.

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 sealed Proposals are to be submitted at the latest by **[18th October 2019 at 10:00AM]** and the Technical Proposals will be opened on **[18th October 2019 at 10:30AM]** in thromde office. Bidders should submit the signed integrity pack with the document.

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 – Eligible Countries
- Section 7 - Standard Forms of Contract [Lump sum Contract]

The RFP document can be downloaded free of cost from our website www.sjthromde.gov.bt with effect from 18th September 2019.

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 PABX no.07-251619/251616/251629 during working hours.

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

Yours sincerely,
Executive Secretary

SECTION 2: INSTRUCTIONS TO CONSULTANTS

Definitions

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

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

1. Introduction

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

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

2. Conflict of Interest

2.1. The Procuring Agency and the RGoB requires that Consultants provide professional, objective and impartial advice, and at all times hold the Procuring Agency's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing Consultants, and any of their affiliates, shall be considered to have a conflict of interest, and shall not be recruited, under any of the circumstances set forth below:

a) **Conflicting Activities:**

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

b) **Conflicting Assignments:**

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

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

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

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

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

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

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

- 3. Unfair Advantage** 3.1. If a Consultant could derive a competitive advantage from having provided Consulting Services related to the assignment in question, the Procuring Agency shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- 4. Fraud and Corruption** 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.¹ In pursuance of this policy, the RGoB:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value³ to influence improperly the actions of another party;
 - (ii) “fraudulent practice”⁴ means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”⁵ means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁶ means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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

- 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 and Consulting Services

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

6. Only one Proposal per Consultant

- 6.1. A Consultant may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, in more than one proposal.

7. Proposal Validity

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

8. Eligibility of Consultants

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

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

9. Restrictions for State-Owned Enterprises

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

10. Exclusion of Consultant or Sub-Consultants

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

- 10.1. A Consultant and any Sub-consultant shall not be permitted to submit a proposal or to be awarded a Contract under any of the following circumstances:

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

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

11.1. The RFP document comprises:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Eligible Countries
- Section 7 - Standard Forms of Contract

11.2. Consultants may request a clarification of any part of the RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of the inquiry) to all Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 11.4 below;

11.3. Apre-proposal meeting will be conducted only if strictly necessary to clarify doubts and concerns of the shortlisted Consultants prior to submission of proposals. Minutes of the pre-proposal meeting shall be circulated to all shortlisted Consultants.

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

12. Preparation of Proposals

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

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

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

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

13. Language

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

14. Technical Proposal Format and Content

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

14.2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

14.3. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

14.5. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

15. Financial Proposals

15.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs (all-inclusive) associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**, and (c) Local taxes.

15.2. For assignments with a duration exceeding twelve (12) months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**

15.3. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

15.4. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

16. Taxes

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

17. Sealing & Submission of Proposals

- 17.1. The original proposal (Technical Proposal and, if required, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. The person who signed the Proposal must initial such corrections. Submission letters for the Technical and Financial Proposals shall respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 17.2. An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".
- 17.3. The Technical Proposal shall be marked "Original" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in paragraph 17.6 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.
- 17.4. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the reference number and name of the assignment, and with a warning "**Do Not Open With the Technical Proposal.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked "**CONFIDENTIAL – Do Not Open, except in the presence of the appointed opening official(s), Before [18th October 2019 at 10:30 AM]**". The Procuring Agency shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 17.5. All inner envelopes shall:
- a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant;
 - b) be marked "ORIGINAL" or "COPIES"; and

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

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

18. Withdrawal and Substitution of Proposals

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

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

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

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

19. Opening of Technical Proposals

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

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

20. Evaluation to be Confidential

20.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Consultant to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for Award of Contract may result in the rejection of the Consultant's Proposal.

20.2. After the opening of Proposals, information concerning the Proposal documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Proposal Evaluation Committee.

20.3. The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.

20.4. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

21. Evaluation of Technical Proposals

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

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

22.1. 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.

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

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

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

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

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

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

23. Correction of Errors

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

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

24. Conversion to Single Currency

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

25. Combined Quality and Cost Evaluation

25.1. 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.

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

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

26. Negotiations

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

27. Technical Negotiations

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

28. Financial Negotiations

28.1. If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Consultant's tax liability in Bhutan, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

28.2. In the cases of QCBS, Fixed-Budget Selection and the Least-Cost Selection methods involving time based Contracts, unless there are exceptional reasons the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

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

28.4. Reimbursable costs are payable on an actual expenses incurred basis, and thus shall not be subject to financial negotiation.

29. Availability of Professional Staff/Experts

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

30. Conclusion of the Negotiations

30.1. Negotiations will conclude with a review of the draft Contract. To complete negotiations the Procuring Agency and the Consultant will initial the agreed Contract. If negotiations fail, the Procuring Agency shall inform the Consultant in writing of the reasons for termination of the negotiations and then shall invite the Consultant whose Proposal received the second highest combined technical and financial score to negotiate a Contract. Once negotiations commence with the second ranked Consultant the Procuring Agency shall not reopen the earlier negotiations.

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

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

32. Letter of Intent to Award/Award of Contract

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

32.2. If no consultants submits any complaint pursuant to ITC 34 within a period of ten(10) days of the notice provided under ITC 32.1, after completing negotiations the Procuring Agency shall award the Contract to the selected Consultant, and:

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

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

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

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

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

32.6. Where both the parties do not sign the Contract simultaneously,

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

- b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall normally be not more than 15 days from the date of its receipt by the Consultant;
- c) The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the letter of acceptance and return one copy of each to the Procuring Agency before the expiry of the deadline indicated in the letter of acceptance;
- d) In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Contract shall be awarded to the next lowest evaluated Consultant. Such a failure shall be considered as withdrawal and the provisions of Clause 18.3 shall apply.

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

33. Confidentiality

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

34. Complaint and Review

34.1. Any consultant has right to complain if it has or is likely to suffer, loss or injury due to breach of a duty imposed on the Procuring Entity by the provisions of this document. The Complaint shall be submitted in writing to the Employer within ten (10) days from the date of issuance of letter of intent to award. In the first instance, the consultant who submits Proposal shall submit the complaint to the Employer.

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

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

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

**35. Debriefing by
the Procuring
Agency**

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

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

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

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

35.4. The Purpose of debriefing is to inform the aggrieved consultant of the reasons for lack of success, pointing out the specific shortcomings in its proposal without disclosing contents of other proposals.

INSTRUCTIONS TO CONSULTANTS DATA SHEET

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

ITC Paragraph Reference	Details
1.1	Name of the Procuring Agency : <i>Thromde Administration, Samdrup Jongkhar</i> Method of selection: <i>Quality & Cost based Selection System (QCBS)</i>
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: <i>Design of Motanga bypass road and bridge at LAP III to connect with LAP I at Samdrup Jongkhar Thromde</i> The scope of the assignment and expected time of its completion are: 6 Months
1.3	A pre-proposal conference will be held: 'No' The Procuring Agency's representative is: <i>Executive Secretary</i> Address: <i>Samdrup Jongkhar Thromde</i> Telephone: <i>07-251619</i> Facsimile: _____ E-mail: _____
1.4	The Procuring Agency will provide the following inputs and facilities: Assist the consulting firm to process for visa, work permit & other supports where no cost is involved to the client.
4.1 e	The consultant shall submit a signed Integrity Pact: Yes
7.1	Proposals must remain valid for 60 days days after the submission date
11.2	Clarifications may be requested not later than 07 days before the submission date. The address for requesting clarifications is: <i>Head, Infrastructure Development Division, Thromde Administration, Samdrup Jongkhar.</i> Facsimile: _____ E-mail: <i>ndorji@sjthromde.gov.bt</i>
11.3	A pre-proposal meeting will not be conducted.
12.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: No

12.3 (b)	<p>[Select one of the following two sentences]</p> <p>The estimated number of professional staff-months required for the assignment is: 6 Months</p>
13.1	<p>Proposals shall be submitted in the following language: English</p>
14.1	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal(FTP)</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <hr/> <ol style="list-style-type: none"> 1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-2 4. TECH-3 5. TECH-4 6. TECH-5 7. TECH-6 <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ol style="list-style-type: none"> 1. FIN-1 2. FIN-2 3. FIN-3 4. FIN-4

14.5	The format of the Technical proposal to be submitted is: FTP
15.2	A Price Adjustment provision applies to remuneration rates: No
15.3	Consultant to state local cost in Ngultrum: yes
16.1	Information on the Consultant's tax obligations in the Client's country can be found Asper RGOB financial rules and regulation
17.3	The Consultant must submit the original and One copies of the Technical Proposal, and the original and one copies of the Financial Proposal.

17.6	<p>The Proposal submission address is: Thromde Administration, Samdrup Jongkhar</p> <p>Proposals must be submitted no later than the following date and time: 18th October 2019 on or before 10:00AM</p>																											
21.1	<p>Criteria, sub-criteria and the points system for the evaluation of Technical Proposals are:</p> <table border="1" data-bbox="339 398 1337 1254"> <thead> <tr> <th data-bbox="339 398 435 465">Sl. No.</th> <th data-bbox="435 398 1217 465">Criteria and sub criteria</th> <th data-bbox="1217 398 1337 465">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="339 465 435 604">A</td> <td data-bbox="435 465 1217 604"> Experience of the firm 1. As a general technical design consultant 2. In bridge design works 3. In road design works </td> <td data-bbox="1217 465 1337 604"> 2 4 4 </td> </tr> <tr> <td colspan="2" data-bbox="435 604 1217 638">Subtotal for experience of the firm</td> <td data-bbox="1217 604 1337 638">10</td> </tr> <tr> <td data-bbox="339 638 435 777">B</td> <td data-bbox="435 638 1217 777"> Technical Approach and methodology 1. Design approach and methodology* 2. Construction approach and methodology proposed for the design submitted </td> <td data-bbox="1217 638 1337 777"> 20 10 </td> </tr> <tr> <td colspan="2" data-bbox="435 777 1217 810">Subtotal for appropriateness of technical proposal</td> <td data-bbox="1217 777 1337 810">30</td> </tr> <tr> <td data-bbox="339 810 435 1182">C</td> <td data-bbox="435 810 1217 1182"> Personnel proposed to carry out the services Bridge/structural engineer 1. Qualification 2. Experience Civil Engineer 1. Qualification 2. Experience Surveyor 1. Qualification 2. Experience </td> <td data-bbox="1217 810 1337 1182"> 5 10 5 10 5 10 </td> </tr> <tr> <td colspan="2" data-bbox="435 1182 1217 1216">Subtotal for the key personnel proposed</td> <td data-bbox="1217 1182 1337 1216">45</td> </tr> <tr> <td data-bbox="339 1216 435 1249">D</td> <td data-bbox="435 1216 1217 1249">Participation by nationals among proposed key staff</td> <td data-bbox="1217 1216 1337 1249">5</td> </tr> <tr> <td colspan="2" data-bbox="435 1249 1217 1283">Grand total</td> <td data-bbox="1217 1249 1337 1283">100</td> </tr> </tbody> </table> <p data-bbox="339 1254 1425 1355">*Use of innovative techniques and & computational methods including use of state-of-the-art computer software in the design process as a result of which there is expected gain in the construction time, quality and cost.</p>	Sl. No.	Criteria and sub criteria	Points	A	Experience of the firm 1. As a general technical design consultant 2. In bridge design works 3. In road design works	2 4 4	Subtotal for experience of the firm		10	B	Technical Approach and methodology 1. Design approach and methodology* 2. Construction approach and methodology proposed for the design submitted	20 10	Subtotal for appropriateness of technical proposal		30	C	Personnel proposed to carry out the services Bridge/structural engineer 1. Qualification 2. Experience Civil Engineer 1. Qualification 2. Experience Surveyor 1. Qualification 2. Experience	5 10 5 10 5 10	Subtotal for the key personnel proposed		45	D	Participation by nationals among proposed key staff	5	Grand total		100
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D	Participation by nationals among proposed key staff	5																										
Grand total		100																										
	The minimum technical score S_t required to pass is: 75																											
24.1	<p>The single currency for price conversions is Bhutanese Ngultrum (BTN).</p> <p>The source of official selling rates is the Royal Monetary Authority of Bhutan.</p> <p>The date of exchange rates is: _____ <i>[Insert date]</i></p>																											

<p>25.1</p>	<p>The formula for determining the financial scores is the following:</p> <p><i>[Insert either the following formula]</i></p> <p>$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>$T = \underline{0.7}$, and $P = 0.3$</p>
<p>26.1</p>	<p>Expected date and address for contract negotiations: November 2019</p>
<p>32.7</p>	<p>Expected date for commencement of consulting services:</p> <p>End of November 2019</p>

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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

Checklist of Required Forms

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

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

Technical Proposal Submission Form

{Location, Date}

To: **Executive Secretary, Thromde Administration, Samdrup Jongkhar**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Design of Motanga bypass road and bridge at LAP III to connect with LAP I at Samdrup Jongkhar Thromde** in accordance with your Request for Proposals (RFP) dated **17th September 2019** and our Proposal.

"We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope".

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

{OR

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

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 7.1.
- c) We have no conflict of interest in accordance with ITC 2.
- d) We meet the eligibility requirements as stated in ITC 8, and we confirm our understanding of our obligation to abide by the RGoB's policy in regard to Fraud and Corruption as per ITC 4.
- e) We, including any sub consultants for any part of the Contract, have nationalities from eligible countries in accordance with ITC Sub-Clause 5.1;
- f) Except as stated in the Data Sheet, 29, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 14.4 and ITC 29, may lead to the termination of Contract negotiations.
- g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 32.7 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

Form TECH-2 (for Full Technical Proposal Only)

Consultant's Organization and Experience

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

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Form TECH-3 (for Full Technical Proposal)

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

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

Form TECH-4 (for Full Technical Proposal Only)

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

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

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

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

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

Form TECH-4 (for Simplified Technical Proposal Only)

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

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

{Suggested structure of your Technical Proposal}

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

- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

- c) **Comments (on the TOR and on counterpart staff and facilities)** Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

Form TECH-5 (for FTP and STP)

Work Schedule and planning for deliverables

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

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

**Form TECH-6
(Continued)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications: _____

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

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

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

Signature

**FORM TECH-7 DRAWINGS/SPECIFICATIONS
(if applicable)**

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

FORM TECH-8 INTEGRITY PACT

INTEGRITY PACT

1. General:

Whereas **Mr. Tougay Choedup, Executive Secretary** representing the **Samdrup Jongkhar Thromde**, Royal Government of Bhutan, hereinafter referred to as the “**Employer**” on one part, and
.....(*Name of bidder or his/her authorized representative, with power of attorney*) representing M/s.
.....(*Name of firm*), hereinafter referred to as the “Bidder” on the other part hereby shall execute this pact as follows:

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

2. Objectives:

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

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

3. Scope:

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

4. Commitments of the Employer:

The Employer commits itself to the following:

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

5. Commitments of Bidders

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

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

6. Sanctions:

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

7. Monitoring and Administration:

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

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

The parties hereby sign this Integrity Pact at *Samdrup Jongkhar* on _____

EMPLOYER

BIDDER/REPRESENTATIVE

CID :

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

CID :

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

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

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

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

Form FIN-1
Financial Proposal Submission Form

{Location, Date}

To: **Executive Secretary, Thromde Administration, SamdrupJongkhar**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Design of Motanga bypass road and bridge at LAP III to connect with LAP I at Samdrup Jongkhar Thromde** in accordance with your Request for Proposal dated **17th September 2019** and our Technical Proposal.

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

Form FIN-2 Summary of Costs

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

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

FORM FIN-3 Breakdown of Remuneration

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

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

APPENDIX A. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

1. Review of Remuneration Rates

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

Leave cost as percentage of salary =
Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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

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

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

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

SAMPLE FORM

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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

(Expressed in {insert name of currency*})

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

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

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

Form FIN-4 Breakdown of Reimbursable Expenses

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

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

Legend:

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

STANDARD FORM: LETTER OF INTENT

(Letterhead paper of the Employer)

Notes on standard form of letter of Intent

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

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

(Insert date)

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

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

Authorized Signature: -----

Name and Title of Signatory:-----

Name of Agency: -----

CC:

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

SECTION 5. TERMS OF REFERENCE

Brief Background

Samdrup Jongkhar Thromde was approved as one of the four Class A Thromde by the Parliament in August 2010. The Thromde area extends from Samdrup Jongkhar main gate till Dewathang town. Accordingly, the developmental plan was developed for the thromde (Viz. Local Area Plan) which is approved by the concerned agency. As per the approved plan thromde is mandated to construct many new infrastructure like roads, bridges, recreational facilities, etc.

Further, with gypsum trans-shift point located above SMCL office, the number of vehicles plying through the middle of town is causing traffic congestion and further with the establishment work of industrial estate in Motanga, the number of vehicles plying would further increase. Therefore, the need for one bypass road to divert the heavy vehicles have become very critical.

However, the proposed project demands lots of civil structures like crossings over irrigation canal, and Dungsamchhu. Also, to have proper approaches, the connecting road also needs to be designed. Therefore, to design all said structure, the budget has been approved by the Royal Government of Bhutan but the Thromde lacks technical expertise to design. Further, as the road runs through the town, the structure constructed has to be aesthetically pleasing by incorporating Traditional Bhutanese features and structurally sound.

Objectives

The project is intended for prospective consultancy service providers to provide the following services

- a) Design and drawing of approach roads from Sewage Treatment Plant to Gypsum dump yard Junction
- b) Design and drawing of Bridge incorporating traditional features
- c) Design and drawing of other site development works
- d) Preparation of Detail realistic rate analysis and cost estimate for the project and Bill of Quantity
- e) Preparation of Technical Specification
- f) Involvement and training of focal engineer

The interested consulting firm are encouraged to make a site visit to familiarize the site condition at its own cost and if any help is required you may contact the focal engineer.

Scope

The service to be provided by the consult will include but not limited to the following:

a) Design of approach roads

Suitable approach road (approximately 400 meter length) to the bridge or connecting LAP I and LAP III should be designed by the consultant. The following technical parameter but not limited to should be accessed and designed for:

- i) Geometric design of approach road shall be carried out as per detail topographical survey and suitable pavement design carried out, either rigid or flexible pavement. The survey should be carried out using the existing coordinate and reference point provided by the client.

- ii) Though the road layout is prepared on the Local Area plan, its feasibility analysis should be carried out and the best possible layout of the road should be designed for and presented to the client during concept presentation and finalization (should present in 3D format). Detail of the plot and other proposed infrastructure within the proposed project would be provided by the client.
- iii) The carriage width of the road is 7.50 meter and pedestrian way of 1.5 meter width on one side of the road.
- iv) Determine present traffic and axle loads by means of counts and load surveys; check seasonal traffic variations based on historic data; and update these variations for pavement design for 10 years design life
- v) Produce estimates of past, present, and future pavement loading;
- vi) Carry out CBR test @ 100m interval.
- vii) Most appropriate and economical slope protection or retaining structure for the road has to be designed for including proper drainage.
- viii) The design shall include street lighting incorporating latest technology.

b) Design of Bridge and crossings incorporating traditional features

- i. The bridge should be designed in accordance with latest edition of Indian Road Congress (IRC) code.
- ii. The width of the bridge should be 7.5 meter with footpath and viewing gallery on both side of the bridge incorporating the Bhutanese feature.
- iii. The approximate bridge length would be 60-70 meter. The Consultant may allow small variation in the span of the bridges for reasons of design convenience as may be dedicated by site, material specifications or by any regulations in force and that it is ultimately beneficial for the bridge. Others may be due to sub-soil conditions or from the point of view of structural analysis, etc.
- iv. The bridge shall be designed for any type as per the site condition **except girder bridge type**, which will be finalized during concept presentation. Minimum of three type of bridge and its expected/preliminary cost of construction should be presented during the time (Should be presented in 3D format) by the winning consultant. However, the construction material for bridge should be available within Bhutan and India and any issue arising from non-availability of material should be fully held accountable by the consulting firm.
- v. Loading class for the design purpose should be for Double Lane of IRC Class A or Single Lane of IRC Class 70R(Wheeled), whichever is critical.
- vi. A detailed Survey should be carried out showing all the topographical features as may be required for the purpose of design. The highest flood level (HFL), Ordinary Flood Level (OFL) and Low Water Level (LWL) should be clearly indicated, for which detail hydrological study of the bridge site would be necessary. The maximum and minimum discharges of the flow at the proposed bridge site have to be shown. For hydrological data, the Hydro met Services Division of the Department of Energy may be consulted.
- vii. The Consultant shall carry out detailed surface geotechnical studies at site including the topography, soil and rock type and recommend suitable safe bearing capacity of foundations. Detailed geo-technical investigation is not necessary at this point in time but the Consultant has to assume suitable safe bearing capacity for the purpose of design based on surface geotechnical studies. The provision for carrying out plate load test and determining safe bearing capacity during actual construction shall be included in the Bill of Quantities. If the actual safe bearing capacity of foundations is different from the assumed ones, the Consultant shall revise the foundation designs promptly at no additional cost to the Client.

- viii. The design shall allow provisions for installation and conveyance of utilities such as water supply pipeline, telephone cables, television cables, power cables, etc along the bridge.
- ix. The detail design should confirm to the proposal/ conceptual drawing approved by the client.
- x. The reinforcement bars shall be grade Fe 500 for bar dia 12mm and above and grade Fe 500 for bar dia 10mm and below.
- xi. The design shall include electrical lighting incorporating latest technology to serve the purpose of lighting and beautification of bridge.

c) Detail Drawing of the infrastructures

- i. The drawing should be done in an appropriate style and the scales suitably fixed so that they are easily readable at site or workshop by naked eye. Except for the general views, the drawing should preferably be made to the scale of 1:5 and for showing minute details to 1:20/1:19 where necessary.
- ii. Adequate numbers of drawings should be produced to appropriately represent all the necessary details, views, etc.
- iii. The detail reinforcement schedule will be a part of the drawings.
- iv. All drawings should be made to paper size – ISO A3.
- v. Except for similar components, each different component shall have separate drawings in cross section, elevation and plan.
- vi. All the drawing units shall be in metric system (i.e. meter, cm and mm)

d) Preparation of Detail realistic rate analysis and cost estimate for the project and project Bill of Quantity

- i. Rate analysis and cost estimate
 - a. The cost estimates should be appropriately worked out to indicate the approximate cost to construct the flexible road, bridge, footpath and other amenities as required by the LAP. If the structure falls within the proposed construction corridor (if any), it should be estimated for dismantling and estimated for new construction if necessary. It should be accompanied by analysis of rate where necessary.
 - b. All forms of taxes – excise duties, sales tax, royalties, etc. applicable in Bhutan and abroad when material are imported should be incorporated in the cost analysis.
 - c. *The cost estimate should be treated as highly confidential.*
- ii. Project Bill of Quantity (BoQ)
 - a. Separate Bill of Quantities (BoQ) should be prepared for the civil and electrical structure required for entire stretch of the road which includes bridge, culvert, etc.
 - b. The BoQ should be explicit covering all items of work. It should be as exhaustive as possible to avoid changes, additions, deletions and substitutions during execution and therefore to avoid undesired disputes and claims.
 - c. The detail technical and material specifications should be a part of the BoQ.
 - d. One copy of the technical specifications shall be submitted to the clients for its comments and suggestions before making the required number of copies.
 - e. The quantities should be worked out as accurate as possible to avoid unnecessary variations during the execution of the work.
 - f. The availability of materials may also be specified for those that are unique in features as far as possible, the material should be readily available in Bhutan and India.

e) Preparation of Technical Specification

- i. The consultant should prepare detailed technical specification for all item of works

f) Involvement and training of focal engineer (2 engineers)

- i. While finalizing the Structural Analysis of the structure, rate analysis, cost estimate and technical specification the Consultant should invite an Engineer from the client to participate for a minimum of 5 days. This is to facilitate the transfer of know-how to the Engineering Division. This will also enable the concerned engineer from the client to clarify doubts of the bidders during the bidding process and also during construction time.
- ii. The travel cost and daily allowance shall be borne by the consultant at per with the prevailing rate of Royal Government of Bhutan.

Key personnel

The consulting firm shall engage the following key personnel apart from the support staff to carry out the outlined but not limited to the scope of work:

1. Bridge/structural engineer
2. Civil engineer
3. Surveyor

The key personnel must meet the following minimum eligibility criteria:

1. Bridge and road designer

- a. Must have at least Master's Degree in Civil/ Structural Engineering from reputed University.
- b. Must have at least 7 years of experience in Bridge/road design works.
- c. Must be fluent in spoken and written English.

2. Civil engineer

- a. Must have at least Bachelor's Degree in relevant field.
- b. Must have at least 5 years of experience in Bridge estimation and other civil engineering works.
- c. Must be fluent in spoken and written English.

3. Surveyor

- a. Must have at least Diploma in relevant field.
- b. Must have at least 3 years of experience in survey work for bridge construction and topographical survey works
- c. Must be fluent in spoken and written English.

The consulting firm should submit detailed reference of similar work executed earlier (Both by the firm and the key personnel), detailed Curriculum Vitae (CV) and qualification and experience certificates and letter of commitment of the proposed consulting engineers.

For uniformity in evaluation, the qualification, experience record, etc. of only the above three key personnel would be evaluated. The firm shall be disqualified if the qualification and experience certificate and letter of commitment of the consulting engineers are not enclosed.

Services and Facilities for the Consultant

The consultant would be provided with reference point to carry out the survey work and local area plan of the area to plan accordingly. The preliminary alignment of the road and bridge point is allocated but it has to be verified for feasibility.

However, if the alignment is not fulfilling the objectives of geometric design features, consultant have to provide best alternative route and present to the client during the conceptual design presentation. But if the alignment as indicated in the plan is feasibility, consultant should also present with assurance of its feasibility.

Reports and Documents

The consultant shall submit/present the report and related documents as tabled below:

Sl. No.	Activity	Submission time	Remarks
1	Presentation of approach road and bridge type for approval	1.5 months from date of issuance of work order (Presentation of proposed design and documents)	Detailed analysis of road construction feasibility as per the alignment proposed in LAP and if found not feasible, prospective consultant should proposed new alignment for approval during the presentation. For bridge; minimum of three different design should be presented for client to choose and its expected cost be presented. However, for the purpose of submission the participating firm may submit one design. Its report has to be submitted during the presentation
2	Presentation of draft engineering report	3.5 months from the date of presentation of approach road and bridge type for approval	Presentation of draft engineering report as per ToR shall be presented. In principal all the work should be completed during the given time Its report has to be submitted on the day of presentation
3	Submission of final document	1 months from the date of presentation of draft engineering report	Incorporation of any changes or addition and finalization of document for submission.

The final document shall consist of the following:

1. The detailed topographical survey on the area of interest, its feasibility report as per the alignment proposed on LAP and if not found feasible the report on alternate route should be submitted
2. Two copies of Drawing signed by Design engineer and proof designer
3. A compact disc containing the drawing in auto CAD and PDF format.
4. A set of BoQ and material/ Technical specifications printed and bound and also in CD
5. Cost estimate and rate analysis for all items of work- one hard copy and softcopy in a compact disc in editable format.
6. Detail Technical approach and methodology for construction of the proposed bridge and approach road.
7. Two copies of detail structural analysis and design of the bridge for the reference of the client.

Financial Proposal:

The financial proposal shall include all the expenses required to carry out the Services as per the Terms of Reference and other relevant clauses in the Contract Agreement. The Consulting firm shall submit a detailed break-up of all the expenses justifying the quoted amount. The cost break up shall be as per the "FORM FIN 2: Summary of Cost/Price Schedule" provided under instruction to bidders.

Mode of Payment and Schedule:

1. Mode of Billing and Payment

The consultancy fee payable to the consulting firm for performing the work shall be released as follows:

Sl. No.	Activity	Amount to be released
1	Presentation of approach road and bridge type for approval	20%
2	Presentation of Draft Engineering report	30%
3	Submission of final document	50%

2. Retention money

From the final bill, **10% (ten percent)** of the contract price quoted shall be deducted as retention money. The retention money would be released only after the bridge construction is completed.

Responsibility of Accuracy of the work

For the inaccuracies in the report or the section/sub-sections of the report; subsoil investigation, design, drawings, Bill of Quantities, cost estimates, etc., submitted by the Consultant as a part of the consultancy service, Consultant shall indemnify the Client as follows:

- a) For inaccuracy in any of the sections/sub-sections of the report under the consultancy contract, the consultant shall be liable to a penalty of 10% of the value quoted by the Consultant for that section/subsections. Detail topographic survey, subsoil investigation, detail design, detail drawings, BoQ, rate analysis and cost estimates are considered different sub sections for this purpose.
- b) For the Bill of Quantities (BoQ), however, the penalty shall apply under the following conditions:
 1. The quantity deviation for any item in the BoQ is beyond +/- 20%;
 2. For extra items, the value of the extra items exceeds 1% of the total contract amount quoted by the contractor. "Extra items" in this context are those items that are in the drawings but missed in the BoQ.
- c) For design and drawings, the penalty shall apply if the errors cause to deviate the quantity in the BoQ beyond +/- 20% or add so many numbers of extra items that is more than 3% of the total number of items in the BoQ. The design and drawing should be corrected by the consultant at their own cost within the time frame given by the client
- d) For the major lapses or over sights in the analysis and/or design of the structures such that it results in the part or total failure of the structure or that the structure is rendered unserviceable during its intended service life and if it can be proven beyond sufficient doubt that the failures are attributed to Design consultants, the consultant shall be fully liable for the repayment of a the costs and making good any other eventualities resulting from the failure of the structure(s)

Proof Design

For bridges of span longer than 60 metres, the Consultants have to appoint a competent third party to do the 'proof design'. The Consultants shall submit a proof design certification from the engineer(s) who has/have carried out the exercise mentioning the particulars such as qualification and experience records of such engineer(s). The design fees for proof design shall be borne by the Consultants.

The Proof Designer(s) shall approve and sign on the original set of drawings.

Evaluation and comparison of Bids

- 1) The bids will be evaluated by the combined Quality and Cost Evaluation Method. The Financial Bids of only those Consulting firm that obtain a minimum score of **75%** in the technical proposal shall be opened and evaluated. The financial bid of the firms failing to obtain the minimum score will be returned unopened.
- 2) The technical proposal should contain the following information:
 - a. The conceptual design of the proposed bridge. The conceptual design shall contain the following:
 - b. Drawing showing general views (elevation and plan) of the bridge and road. The structural system proposed (refer to ToR for the bridge type to be designed)
 - c. Cross section details showing the preliminary dimensions.
 - d. A summary of indicative Bill of Quantities.
 - e. Proposed construction approach and methodology including the erection technique for the bridge superstructure.
- 3) Consulting firm's technical capabilities and experience records.
- 4) Detailed Curriculum Vitae of the human resource requirement outlined in key personnel. The CV should be supported by Academic and Experience certificates.
- 5) Signed letter of commitment from the proposed key personnel stating his/her availability, commitment and competency for the job.
- 6) The technical proposals would be evaluated out of **100 points**. Criteria, Sub Criteria and the point system for the evaluation of technical proposals are given in the following table:

Sl. No.	Criteria and sub criteria	Points
A	Experience of the firm	
	4. As a general technical design consultant	2
	5. In bridge design works	4
	6. In road design works	4
	Subtotal for experience of the firm	10
B	Technical Approach and methodology	
	3. Design approach and methodology*	20
	4. Construction approach and methodology proposed for the design submitted	10
	Subtotal for appropriateness of technical proposal	30
C	Personnel proposed to carry out the services	
	Bridge/structural engineer	
	3. Qualification	5
	4. Experience	10
	Civil Engineer	
	3. Qualification	5
	4. Experience	10
	Surveyor	
	3. Qualification	5
	4. Experience	10
	Subtotal for the key personnel proposed	45
D	Participation by nationals among proposed key staff	5
	Grand total	100

*Use of innovative techniques and & computational methods including use of state-of-the-art computer software in the design process as a result of which there is expected gain in the construction time, quality and cost.

7. The Financial Proposal shall include all the expenses as per ToR and shall be opened in presence of the consultant's representative who choose to attend after the evaluation of technical bid is completed.

8. The Financial Proposal shall be evaluated for any arithmetical errors and for the purpose of comparison, all the cost shall be converted to a single currency i.e. Ngultrum.
9. The technical and financial proposals shall be assigned weightages of 70% and 30% respectively. The firm obtaining the highest total scores shall be invited for negotiations.
10. The financial proposal (Detail Investigation and Design) shall show the detail cost break up as per the "FORM FIN-2: SUMMARY OF Costs/Price Schedule" enclosed.

Form Fin - 2 Summary of cost /Price schedule

Consulting service for Design of Motanga bypass road-(Approach road, Bridge, protective structures) is as follows:

Sl. No	Description of work	Rate (Nu)	Amount(Nu)
1	Site study and topographic survey along the right of way for road, bridges		
2	Surface and subsurface soil investigation including material testing and its associate cost		
3	Detail structural analysis and design		
4	Detail drawing of:		
4.a.	Bridge		
4.b.	Approach Road		
5	Preparation of BoQ and technical specification		
6	Preparation of rate analysis and cost estimates		
7	Expenses for involvement of client Engineer during finalization of Structural Analysis and Design (international / local travel cost, per diem allowance etc.)		

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 relevant item(s) in the Price Schedule.

SECTION 6. ELIGIBLE COUNTRIES

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

Under the ITC 5.1 (a): _____ [list country/countries RGoB prohibits commercial relations or state "none"]

Under the ITC 5.1 (b): _____ [list country/countries or indicate "none"]

SECTION 7: STANDARD FORMS OF CONTRACT

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

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

Contract for Consulting Services

(Lump-Sum)

between

[Thromde Administration, Samdrup Jongkhar]

and

[name of the Consultant]

Dated:

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PREFACE

1. This standard Contract for Consulting Services has been prepared in line with the RGoB 2009 Procurement Rules and Regulations and is to be used by implementing agencies (referred to hereafter as Procuring Agencies) when they hire a consulting firm (referred to hereinafter as the Consultant) to provide services paid for on a lump-sum basis.
 - (i) The Contract includes four parts:
 - (ii) Form of Contract
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Appendices
2. The Procuring Agency using this standard Contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.
3. Lump-sum Contracts are normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risks taken by the Consultant are relatively low, and when therefore such Consultant is prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs - including rates - provided by the Consultant. The Procuring Agency agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, for example reports. A major advantage of the lump-sum Contract is the simplicity of its administration, the Procuring Agency having only to be satisfied with the outputs without monitoring the staff inputs. Studies are usually carried out on a lump-sum basis; for example, surveys, master plans, economic, sector, simple feasibility and engineering studies.

I. Form of Contract

Lump-Sum

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (i) The General Conditions of Contract;
- (ii) The Special Conditions of Contract;
- (iii) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]

Appendix A: Description of Services	_____	Not used
Appendix B: Reporting Requirements	_____	Not used
Appendix C: 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 set forth in the Contract, in particular:

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

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

etc

II. General Conditions of Contract

1. General Provisions

1.1. Definitions

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

- (a) **Applicable Laws of Bhutan:** The laws and any other instruments having the force of law in Bhutan.
- (b) **Consultant:** An individual or a legal entity entering into a Contract to provide the Services to the Procuring Agency under the Contract.
- (c) **Consulting Services:** Expert services of a professional and/or intellectual nature, provided by the Consultant based on specialized expertise and skills, in areas including, but not limited to, preparing and implementing projects, conducting training, providing technical assistance, conducting research and analysis, preparing designs, supervising the execution of construction and other works, undertaking studies, advising Procuring Agencies, building capacity, preparing tender documents, supervising procurement, and others.
- (d) **Contract:** The formal agreement in writing, including the General Conditions (GC), the Special Conditions (SC), and the Appendices, entered into between the Procuring Agency and the Consultant, on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom of Bhutan, for the provision of the required Consulting Services.
- (e) **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 the Contract

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

1.3. Language

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

1.4. Notices

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

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

1.5. Location

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

1.6. Authority of member in charge

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

1.7. Authorized Representatives

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

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

1.9. Fraud and Corruption

1.9.1. Definitions It is RGoB's policy to require that Consultants, their Sub-Consultants and the Personnel of both of them observe the highest standards of ethics during the execution of the Contract.⁵⁰ 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"⁵¹ means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value⁵² to influence improperly the actions of another party;
 - (ii) "fraudulent practice"⁵³ 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"⁵⁴ 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"⁵⁵ 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 and fees

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

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s 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. 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 Interest

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 by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5. Consultant's Actions Requiring Procuring Agency's Prior Approval** The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (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 shall:

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

4. Consultant's Personnel

4.1. Description of Personnel

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

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

5.2. Change in the Applicable Laws of Bhutan Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Laws of Bhutan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3. Services, Facilities and Property

(a) The Procuring Agency shall make available free of charge to the Consultant the services, facilities and property listed in Appendix F at the times and in the manner specified in the said Appendix F.

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

6. Payments to the Consultant

6.1. Lump-Sum Payment 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 and Conditions of Payment

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

6.5. Interest on Delayed Payments

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

7. Good Faith

7.1. Good Faith

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

8. Settlement of Disputes

8.1. Amicable Settlement

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

8.2. Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for 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: Procuring Agency: Thromde Administration, Samdrup Jongkhar Attention: Executive Secretary Facsimile: _____ E-mail: _____</p> <p>Consultant: _____ _____ Attention: _____ Facsimile: _____ E-mail: _____</p>
{1.6}	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC 1.4 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: Head, Infrastructure Development Division</p> <p>For the Consultant: _____</p>
1.8	<p><i>Note: Generally Bhutanese duties and indirect taxes are not to be reimbursed. It is left to the Procuring Agency to decide whether the Consultant (i) should be exempted from any such levies, or (ii) should be reimbursed by the Procuring Agency for any such levies it might have to pay (or that the Procuring Agency would pay such levies on behalf of the Consultant and the Personnel).</i></p> <p><i>The Consultant must be informed in Clause Reference 15.1 of the Data Sheet about which alternative the Procuring Agency wishes to apply.</i></p> <p>The Procuring Agency warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Procuring Agency shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Laws of Bhutan, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p>

	<p>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Bhutan), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into Bhutan by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into Bhutan, will be subsequently withdrawn therefrom by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Agency and which is treated as property of the Procuring Agency;</p> <p>(d) any property brought into Bhutan by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of Bhutan), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from Bhutan, provided that:</p>
1.8	<p>1. the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual Customs procedures of Bhutan in importing property into Bhutan; and if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in Bhutan upon which Customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such Customs duties and taxes in conformity with the regulations of Bhutan, or (ii) shall reimburse them to the Procuring Agency if they were paid by the Procuring Agency at the time the property in question was brought into Bhutan.</p>
{2.1}	<p>{The effectiveness conditions are the following: The contract will be effective from the date of signing the contract agreement</p>
2.2	<p>The number of days shall be 7 days from date of signing of the contract</p>
2.3	<p>The time period shall be 6 Months</p>
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 of [insert amount and currency];</p> <p>(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p>

	<p>(c) professional liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of Bhutan, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> <p><i>Note: Delete what is not applicable</i></p>
{3.5 (c)}	<p><i>{The other actions are: [insert actions].}</i></p> <p><i>Note: If there are no other actions, delete this Clause SC 3.5 (c).</i></p>
{3.7 (b)}	<p><i>Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.</i></p>
{5.1}	<p><i>"not applicable."</i></p>
6.2(a)	<p>The amount in foreign currency or currencies is <i>Not applicable</i></p>
6.2(b)	<p>The amount in Ngultrum is [insert amount].</p>

6.4

The accounts are:

for Ngultrum: *[insert account]*

Payments shall be made according to the following schedule:

Sl. No.	Activity	Amount to be released
1	Presentation of approach road and bridge type for approval	20%
2	Presentation of Draft Engineering report	30%
3	Submission of final document	50%

6.5	The interest rate is: <i>As per the Standing RGOB financial rules and regulation</i>
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate international professional body: e.g. the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland, etc.] for a list of not fewer than five nominees. Upon receipt of such list, the Parties (commencing with the Procuring Agency when the list comprises an even number of nominees, and with the Consultant when the list comprises an odd number of nominees) shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [insert the name of the same professional body as above] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Agency and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].

	<p>(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the [name the same appointing authority as in Clause SC 8.2 1.(b)] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties] or of Bhutan. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties]; or</p> <p>(b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.</p> <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(e) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither Bhutan nor the Consultant's country];</p> <p>(a) the [insert name of language] language shall be the official language for all purposes; and</p> <p>(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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	<p>For Contracts with Bhutanese Consultants Construction Development Board (CDB) or other Independent Agency: 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>
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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 and Sub-Consultants

Note: List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Bhutan, and estimated staff-months for each.
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside Bhutan.
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for Key local Personnel.

Appendix D - Breakdown of Contract Price in Foreign Currency

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

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

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

Appendix E - Breakdown of Contract Price in Local Currency

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

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

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

Appendix F - Services and Facilities Provided by the Procuring Agency

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

Appendix G - Form of Advance Payments Guarantee

Note: See Clause GC 6.4 and Clause SC 6.4.

Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*
Beneficiary: _____ *[Name and Address of Procuring Agency]*
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

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

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

At the request of the Consultant, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)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 produc



- C1-7
- C1-6
- C1-5
- C1-4
- C1-3
- C1-2
- C1-1
- B2-3
- B2-2
- B2-1

