



**BIDDING DOCUMENT FOR
CONSULTANCY SERVICES FOR THE
PREPARATION OF:**

***“DESIGNS AND DRAWINGS FOR CONSTRUCTION OF SUNDAY
VEGETABLE MARKET COMPLEX AT SAMTSE”***

**Samtse Municipality
Royal Government of Bhutan
December, 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

TABLE OF CONTENTS

Section 1: Letter of Invitation	1
Section 2: Instructions to Consultants	2
Section 3. Technical Proposal - Standard Forms	27
Section 4. Financial Proposal - Standard Forms	39
Section 5. Terms of Reference	49
Section 6. Eligible Countries	58
Section 7: Standard Forms of Contract	59

REQUEST FOR PROPOSALS
RFP # [SD/MUN-02/2019-2020/539]

Project Name [Royal Government of Bhutan funded Project]

Procuring Agency [Dzongkhag Administration, Samtse]

Title of Consultancy Services [PREPARATION OF
DESIGNS, DRAWINGS AND ESTIMATES FOR CONSTRUCTION OF SUNDAY
VEGETABLE MARKET COMPLEX, SAMTSE”]

SECTION 1: LETTER OF INVITATION

The *Municipality, Samtse Dzongkhag* invites proposals from National Architecture Consultancy firms registered with CDB to provide the following consulting services: [Planning, Designing, Estimation and Preparation of BoQ for Construction of **SUNDAY VEGETABLE MARKET COMPLEX** at Samtse. The consultancy period for above works shall be TWO (60 days) months].

The sealed technical proposals with a copy of valid trade license and the latest updated CDB certificate along with sealed financial bid must be submitted to the Procurement Section, Samtse Dzongkhag on or before 1.00 PM (BST), 17th January, 2020 and will be publicly opened on the same day at 2.30 PM in the office of Municipal Chairman, Samtse Municipality in presence of intending bidders or representatives who choose to attend the opening.

The bidders shall also execute Integrity Pact Statement prior to the submission of the proposals. Failure to attach a signed Integrity Pact with the proposals shall be declared as non-responsive bids.

A Consultant will be selected under [*Lump Sum Contract*] and procedures described in this RFP, in accordance with the latest Procurement Rules and Regulations in force of the Royal Government of Bhutan.

The procedural requirements for responding to this invitation are provided in the complete RFP document. RFP document can be downloaded free of cost from Samtse Dzongkhag's website www.samtse.gov.bt w.e.f. 10th December, 2019 and for any updates and clarifications, visit our website. Please inform us in writing the following:

- (a) that you received this Letter of Invitation and RFP; and
- (b) Whether you will submit a proposal alone (as a firm) or in association (firms).

Address for responses:

- [*Chairman, Samtse Municipality*]; *proposals submitted electronically shall not be accepted.*

(Municipal Chairman)

Samtse Municipality

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;
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- (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:
- as a matter of law or official regulation, RGoB prohibits commercial relations with that country; or
 - 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 [insert the time and date of the submission deadline indicated in the Data Sheet]**". The Procuring Agency shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

17.5. All inner envelopes shall:

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

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

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

18. Withdrawal and Substitution of Proposals

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 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

ITC Paragraph Reference	Details
1.1	Name of the Procuring Agency: Municipality, Samtse Dzongkhag Method of selection: Quality and Cost Based Selection (QCBS)
1.2	Financial Proposal to be submitted together with Preliminary and Technical Proposal: Yes The name of the assignment is: PREPARATION OF DESIGNS, DRAWINGS AND ESTIMATES FOR CONSTRUCTION OF SUNDAY VEGETABLE MARKET, SAMTSE The scope of the assignment and expected time of its completion are: Preparation of Master plan, Architectural, Structural, Electrical, Plumbing and Sanitation, drainage, estimates and BOQ of Vegetable Market in 60 days from the date of award of contract.
1.3	A pre-proposal conference will be held: No The Procuring Agency 's representative is: Tenzin Dakpa, Municipal Incharge Address: Samtse Municipal Telephone: 05-365847 E-mail: tdakpa@samtse.gov.bt
1.4	The Procuring Agency will provide the following inputs and facilities: 1. Contour map – Site plan with contour map may be collected from (Architecture section) Samtse Municipal Office after registering the firm with the Office.
4.1 e	The consultant shall submit a signed Integrity Pact.
7.1	Proposals must remain valid [60 days] after the submission date.
11.2	Clarifications may be requested not later than [7] days before the submission date. The address for requesting clarifications is: Tenzin Dakpa- Municipal Incharge; Krishna Kafley- Architect, Phone No. 05-365847
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)	The estimated number of professional staff-months required for the assignment is: <i>Refer 21.1 of Data sheet</i>
13.1	<p>Proposals shall be submitted in the following language: English</p> <p>As an alternative to the above indicated language Consultants are permitted, at their choice, to submit their proposals in Dzongkha. However, Consultants shall not submit proposals in more than one language. The Contract to be signed with the winning Consultant shall be written in the language in which the Consultant's proposal was submitted, which shall be the language that shall govern the contractual relations between the Procuring Agency and the winning Consultant. The Consultant shall not sign versions of the Contract in different languages in addition to the language used in its proposal.</p>
14.1	<p>The format of the Technical Proposal to be submitted is:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> 1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-2 4. TECH-3 5. TECH-4 6. TECH-5 7. TECH-6 <p>Documents required for the evaluation of Technical Proposals:</p> <p>RFP Document: Must submit a copy of RFP document after signing on every page of the document to prove that it is agreed to the terms and condition prescribed in this RFP document. Signature/initial must be on the firm's seal.</p>

	<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
15.1	There shall be no reimbursable expenses payment. All costs associated with expenditures such as per diem allowance, transport, office space, field verification and data collection, communications, printing plus stationeries, etc. should be included within the fee for consultancy under remunerations and overhead charges.
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 <i>[RRCO]</i> .
17.3	The Consultant must submit the original and [1] copy of the Technical Proposal, and the original of the Financial Proposal.

17.6	<p>The Proposal submission address is: Dasho Dzongda, Samtse Dzongkhag</p> <p>Proposals must be submitted no later than the following date and time: 17th January, 2020 on or before 1:00 PM. Same will be opened at 2:30 PM of the same day.</p>																						
21.1	<p>This consultancy services will be 3 stage evaluation process. The criteria are: -</p> <ul style="list-style-type: none"> A. Conceptual/Schematic Design B. Technical proposal C. Financial proposal <p>A. Conceptual/Schematic Design</p> <p>Preliminary stage is completely based on the concept and ideas of the project submitted by bidders. The consultant will be selected by technical team based on the concepts and criteria submitted by consultancy firm as listed below:-</p> <ul style="list-style-type: none"> a) Over all Master plan - [25 pts] b) Design Concept - [35 pts] c) 3D visualization and simulations (with soft copy attached) - [10pts] d) Provision for Differently abled and Emergency Exit plan - [5 pts] e) Green and eco-friendly features (climate responsive innovations)- [15pts] <p>State-of-the-art-technology in harmony with traditional Bhutanese architecture- [10pts]</p> <p><i>A maximum of 3 consultants shall be selected from this stage for the evaluation of technical proposal.</i></p> <p>B. Technical Proposal</p> <table border="1" data-bbox="300 1099 1452 1532"> <thead> <tr> <th>CRITERIA</th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>a) Experience of the Consultant relevant to the public buildings/amenities with supporting documents.</td><td>10</td></tr> <tr> <td>i. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td> a) Technical approach and methodology</td><td>20</td></tr> <tr> <td> b) Work plan</td><td>5</td></tr> <tr> <td> c) Organization and staffing</td><td>10</td></tr> <tr> <td>b) Key professional staff qualifications and competence for the assignment:</td><td>20</td></tr> <tr> <td>c) [Design Team Lead by an Architect Registered with CDB]</td><td>10</td></tr> <tr> <td>d) [Structural Engineer]</td><td>10</td></tr> <tr> <td>e) [Electrical Engineer]</td><td>5</td></tr> <tr> <td>f) [Quantity Surveyor]</td><td></td></tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two sub-criteria and relevant percentage weights:</p> <ul style="list-style-type: none"> 1) General qualifications [Education] - [50%] (Degree with more than three years' experience- 50%, less than 3 years-25%) 2) Experience in similar assignments - [50%] (Based on the number of assignments, with two or more similar assignments scoring full marks for this category i.e. each similar assignment scores 10 %.) <p style="text-align: right;">Total weightage: 100%</p> <p>ii. Participation by nationals among proposed key staff [10] (not to exceed 10 points) [<i>Sub-criteria shall not be provided</i>]</p>	CRITERIA	POINTS	a) Experience of the Consultant relevant to the public buildings/amenities with supporting documents.	10	i. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	20	b) Work plan	5	c) Organization and staffing	10	b) Key professional staff qualifications and competence for the assignment:	20	c) [Design Team Lead by an Architect Registered with CDB]	10	d) [Structural Engineer]	10	e) [Electrical Engineer]	5	f) [Quantity Surveyor]	
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d) [Structural Engineer]	10																						
e) [Electrical Engineer]	5																						
f) [Quantity Surveyor]																							
	<p>The minimum technical score St required to pass is:70</p>																						

	<i>A maximum of 2 consultants out of the 3 shall be selected from this stage for the evaluation of Financial proposal.</i>
24.1	The single currency for price conversions is Bhutanese Ngultrum (BTN).

25.1	<p>C. The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = \underline{\hspace{2cm}} [0.8]$, and $P = \underline{\hspace{2cm}} [0.2]$</p> <p><i>The highest scoring consultant evaluated will get through to carry out the design and drawings.</i></p>
26.1	Expected date and address for contract negotiations: N/A
32.7	Expected date for commencement of consulting services: 10 days after the work award.

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	For FTP limit up to 40 pages And For STP limit up to 10 pages
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓ If applicable		TECH-7	Drawings/Specifications	
✓	✓	TECH-8	Integrity Pact	

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

Form TECH-1**Technical Proposal Submission Form**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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.
We have no conflict of interest in accordance with ITC 2.
- c) 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.
- d) We, including any sub consultants for any part of the Contract, have nationalities from eligible countries in accordance with ITC Sub-Clause 5.1;
- e) 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.
- f) 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 any institutional assignments successfully completed in the last 5 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
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., BTN1 mill/BTN 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government.....": drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., BTN 0.2 mil/ BTN 0.2 mil}	{e.g., sole Consultant}

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.** {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.}
 - a) Technical Approach and Methodology [40 points]
 1. Site Zoning & Master Planning [10]
 2. Conceptual Design-Schematic Floor plans, 3-D Elevations/Views and site sections
 - 2.1. Flexibility and Expandability[5]
 - 2.2. Therapeutic Environment[5]
 - 2.3. Accessibility[5]
 - 2.4. Controlled Circulation[5]
 - 2.5. Green /Sustainable concept[5]
 3. Response to client brief (Annexure 1) [5]
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Form TECH-5 (for FTP and STP)

Work Schedule and planning for deliverables

No.	Deliverables ¹ (D-..)	Months											
		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 (for FTP and STP)

Team Composition, Assignment, and Key Experts' inputs

No	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)											Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total	
KEY EXPERTS																
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]								
			[Field]	[0.5 m]		[2.5]		[0]								
K-2																
K-3																
n																
											Subtotal					
NON-KEY EXPERTS																
N-1			[Home]													
			[Field]													
N-2																
n																
											Subtotal					
											Total					

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC 21.1
- 2 Months are counted from the start of the assignment/mobilization. For each staff indicate separately staff input for home and field work.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

☐ Full time input
☐ Part time input

**Form TECH-6
(Continued)**

CURRICULUM VITAE (CV)

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

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

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

Period	Employing organization and your title/ position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, 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 the Head of the Procuring Agency of the Royal Government of Bhutan, hereinafter referred to as the “Employer” on one part, and Business[1] registered with the authority concerned, hereinafter referred to as the “Bidder” on the other part hereby shall execute this pact as follows:

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

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

2. Objectives:

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

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

3. Scope:

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

4. Commitments of the Employer:

The Employer commits itself to the following:

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

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

Form FIN-1
Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

Form FIN-2 Summary of Costs

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

CONSULTANCY ASSIGNMENT FOR PLANNING, DESIGN & ESTIMATION INCLUDING PREPARATION OF BoQ WORKS

For the Preparation of Design and drawings for construction of Sunday Vegetable Market Complex at Samtse.

1. BACKGROUND

The proposed site is located within the LAP I of Samtse structure plan with an area of 1575 sq.m. The site is next to 3-level parking. Since it is also next to the heritage precinct, the design deliverable expects clear and distinct architectural/design solution which shall not impose on the beauty and sanctity of the site and surroundings.

Samtse enjoys a warm, sub-tropical to temperate climate with an average annual rainfall varying between 1500-3000 mm. The average daily winter temperature varies between 10-18°C and the average daily temperature during summer varies between 25-38°C. It experiences all four seasons with a heavy monsoon rain for about three months starting from June. During the summer the weather is much warmer and wetter.

The contract under this Project will be administered by the Municipal Office, Samtse. Samtse Municipality is the Client and the Municipal Chairman, Samtse Dzongkhag is the Client's Authorized Representative to administer this contract.

2. OBJECTIVES

The objective of this project is to prepare the following items of work:

- 1) To prepare detailed master plan.
- 2) To prepare the preliminary architectural designs and its associated site development works as per our requirement
- 3) Prepare the detailed architectural, plumbing, sanitation, Structural, Electrical, drainage designs, Detailed Estimate and BoQ as per the scope of services in the list of facilities to be designed, after winning the bid.

3. SCOPE OF WORKS AND OTHER RELATED SERVICES

At the outset, the Consultant/s shall discuss the requirements outlined in this ToR, including expectations of and possible constraints for implementation of the activity, with the Client.

- a. **Design and Planning:** Design concept that meets the following objectives:
 - Meets the requirement of Development Control Regulations and DAMC Guidelines or any other relevant rules and regulations in force.
 - Meets current and projected demand with an appropriate level of service, recognizing the role of a new Market.
 - Advances a functional and practical solution, reflecting an effective operation for the vendors and the public.
 - **Respects the existence of the Heritage Precinct in-front and also the environmental zone around the site.**
 - **The design shall not overshadow the religious sanctity located in the vicinity.**
 - Takes into account the concerns of the local community including construction impacts, and a conceptual design that considers the fabric of the surrounding neighbourhood.
 - Utilizes sustainable design principles.

- Embodies the contemporary Bhutanese Architecture.
- b. Site visits to Samtse for proper understanding of the site, its boundary and other features that is mandatory for design considerations. The consultants will carry out their own analysis of the area and make recommendations.
- c. Detailed study of the existing scenario which shall include:
 - Existing scenario: climatology, topography & other similar analysis if any.
 - Existing amenities & facilities: road & circulation network & consideration for the heritage precinct.
 - Utilities & services: plumbing and water supply distribution, storm water drainage system, sewerage & waste disposal system, electricity & telecommunication services.
 - Analytical study: slope and contour analysis.
- d. **Detailed circulation and mobility plan** – movement of vehicles from the main road and inside the complex; pedestrian movement inside the complex and connectivity to the main. The existing three split level parking should be connected to the market from all three levels.

4. PROPOSED FACILITIES TO BE INCORPORATED: any other necessary recommendations from the consultants shall be welcomed.

- **Vendors selling counter:** Outlet units for livestock and other products on ground floor. Sell counters for local vegetable vendors on first floor.
- **Cafeteria/Canteen:** A separate large room for canteen.
- **Common Toilet:** There should be common toilet for Gents and ladies based on architectural standards.
- **Site development.**
- **Drop off and pickup of vegetables and other products for vendors:** To drop off the goods and pick up of the same as well as the waste generated from the complex.
- **Firefighting facilities.**
- **Waste collection/disposal system.**
- **Utilities network – electricity and water supply network.**

The consultant is expected to prepare a master plan based on the information and details provided above. However, the list of the facilities may see minor additional changes during the course of executing the Master Plan activities.

The consultant in consultation with the Municipal may add or reduce the minor facilities as may be feasible and executable.

It shall be the responsibility of the selected Consultancy firm to:

- a) Crosscheck the site plan provided by the client (if any) by verifying at the site and carryout the site development works and to prepare the detailed master plan. The site development works shall include the walls as per site condition, approach road, parking area, footpath and landscaping.
- b) To prepare Detailed Specifications for the various items of works.
- c) Detailed Costing & Estimating for the project including landscaping.
- d) To prepare the Bill of Quantities for tender documents.
- e) To include the cost of carrying out all the above responsibilities, inter alias, in their financial proposal.

- f) The consultancy firm shall plan the project within the total plot area.
 - g) The consultancy firm shall make presentation based on comments and recommendations by the Client. Further, the consultant should prepare a layout of proposed building(s) on site for verification by client and the same shall be explained in detail by the consultant to the satisfaction of the client.
 - h) Based on the final approved plan and working drawings, the consultancy firm should provide detailed sequence of construction schedule, machinery, manpower, material procurements and the phases in which the project work proposed would be completed within the stipulated time frame.
 - i) The consultancy firm should work out the details of actual time required to complete the whole project works (The consultant is expected to project a realistic time required to complete the whole project as per the consultant's projection of labour, materials and machineries requirement to complete the project according to the site condition) based on the material & labour coefficients and other relevant criteria.
5. The Consultants shall have the following key personnel, whose CV and experience shall be evaluated, to be eligible for providing the "Planning and Design" services required.
- i. The **Architect**: should have about 3 years design experience in Bhutan and a minimum educational qualification of **Degree in Architecture or relevant subject**. Architect previously involved in planning and designing same or similar projects will be given extra points.
 - ii. The **Structural Engineer**: should have about 3 years design experience in Bhutan and a minimum educational qualification of **Degree in Civil Engineering (structural) or relevant subject**.
 - iii. The **Electrical Engineer**: should have about 3 years design experience in Bhutan and a minimum educational qualification of **Degree in electrical Engineering or relevant subject**.
 - iv. The **Quantity Surveyor**: The Quantity Surveyors should have at least 3 years of experience and well acquainted with the estimating and costing of building works (both civil & electrical) with a minimum educational qualification of Diploma in Civil and Electrical Engineering.

Notes:

All work experiences of key personnel shall be supported by proper work completion certificates and degree certificates with CVs signed by the key personnel and countersigned by the employers.

Original CV (Signed) with latest passport size photographs in the same format as FORM TECH-5 of the personnel along with a copy of Valid Citizenship ID Card, Work Experience Certificate from concern agency (work completion certificate of an individual from concern agency) and Academic Certificates signed by the proposed personnel and countersigned by the authorized representative of the consultant has to be attached for each key personnel. If CV and documents mentioned above are not as specified and not signed by the key personal committed on the CV, the CV of the concerned personnel will not be honoured for detailed evaluation. The Citizenship ID Card of the key personnel should be valid and if the CID is under process for renewable, the key personnel's old CID and the receipt received from the Department of Revenue and Customs has to be attached.

The consultant shall visit the proposed site and study the environment to pare and submit the proposal at their own cost.

Failure to attach these **certificates** shall result in **reduction of score** during the evaluation of technical proposals as described below:

0 (Zero) Point for **non-submission of academic certificates** against **general qualification**.

Evidence of Relevant Work Experience: The following documentary evidence(s) must be submitted to fulfil the requirement of work experience for both **firms** and **professional key experts**.

Work Completion Certificate(s) from the previous client(s), and shall be relevant to the assignment.

Letter of Reference / Experience from the employer(s). This letter shall be an official document printed on the letterhead of previous firm(s) / organization(s) with contact information. The letter must state the details of work / project undertaken including date, type and name of work completed successfully. The experience / reference letter(s) issued by private firms to the proposed key staff must submit a copy of work completion certificate from client for the accomplished project(s) to support their recommendations. Without work completion certificate(s), the 'experience or reference letters' will be treated as **invalid**.

Noncompliance with the conditions stated above shall result in reduction of point identified under the experience criteria.

Commitment letter(s)/ undertaking (original) from expert(s) must be submitted in case of firm(s) hiring individual(s) specific to this project only. **Non-Submission** of such letter(s)/undertaking shall result in **reduction of 50% point** against the **key staff**.

6. DELIVERABLES/OUTPUT FOR CONCEPTUAL STAGE AND FINAL SUBMISSION.

Submission Requirements: The consultants will be required to submit the following:

The package must state in bold letters conspicuously on the cover of the package “**DESIGNS AND DRAWINGS FOR COMPETITION OF SUNDAY VEGETABLE MARKET COMPLEX AT SAMTSE**”.

- A. Statement of Consultancy firm: The Competitor must submit a statement signed by the Architect (team leader). While legal joint ventures are not required, if a Competitor is a joint venture or a consortium of entities, the Competitor must submit a copy of any written agreement or understanding which exists between the Competitor's member entities.
- B. Statement of Design Concept Approach: The Competitor must submit a narrative statement (no more than ten (10) single-sided pages, exclusive of any illustrations and images) aligned with the Design + Deliverability Objectives, describing: The Competitor's understanding of the Design + Deliverability Objectives, and the Competitor's approach to accomplishing these objectives through their conceptual design.
- C. The mentioned set of drawings and deliverables. The Competitor must submit its Design Submission in the following format:
 - One (1) bound Submission copy (drawings in A3 & others in A4) conspicuously marked “ORIGINAL”
 - One (1) electronic copy of the design on a USB flash drive marked “ORIGINAL”; all drawings in “dwg” format readable in AutoCAD 2014 or lower.
 - Specification of the works in word file, and
 - Details of take-off quantities, abstract of estimated cost and bill of quantities in excel file.

Electronic copies of the Competitor's Submission should be in a format that does not prevent the Samtse Municipality from cutting and pasting content. Hard copies of the Submissions (Report and the estimates must be printed on A4 size paper (unless otherwise specified herein) in 12-point font.

The Consultants shall submit the following as per the work plan attached herewith:

- ❖ **Conceptual Design with other proposals**, within **40 days** from the date of commencement of the services (i.e. 10th December 2019 to 17th January 2020) which shall be presented and **a finalist will be selected at the 3-stage evaluation process (As mentioned in the data sheet)** for carrying out the final set of design and drawings. This stage (along with technical and financial proposals) shall have the following details:
 1. Preliminary conceptual design, Zoning and site development works
 2. Architectural designs plans and elevations with the context including landscaping concept
 3. Conceptual 3D visualisations.
 4. Preliminary/Rough cost-estimate of the project.
 5. Building Material Proposals
 6. Green/Sustainable Design.

7. Rough-cost estimate of the project.

❖ **Design Development stage**, within **25 days** with following details:

1. Master plan with Site development works
2. Architectural drawing with details including green/sustainable technology
3. Building Material Proposals in detail
4. Detailed 3D views
5. Structural analysis & design calculations and drawings
6. Plumbing works
7. Drainage and sanitation (waste storage) drawings
8. Electrical Drawings
9. Estimates

❖ **Final Report**, within **35 days** from the date of approval of the design development with the following details:

1. Complete site development works – 2 copies
2. Architectural drawing with complete details including green/sustainable technology – 2copies
3. Detailed 3D perspectives
4. Plumbing works –2 copies
5. Drainage and sanitation drawings – 2 copies
6. Structural Drawings -2copies
7. Electrical Drawings-2 copies
8. Fire Alarm and CCTV system drawings
9. Analysis for Non-scheduled rates
10. Waste Store detailed drawings
11. Detailed Estimates -2 copies
12. Detailed BOQ -2 copies

Presentation may be done by projecting on the screen or through printed in A3 colour sheets.

7. DESIGN SCHEDULE

Consultant should be mindful of the project's constrained timeframe and deadlines for deliverables. The Municipality reserves the right to modify the Schedule at any time. The Municipality will notify of any changes to the Schedule on the website and via addendum.

8. RETURN OF SUBMISSIONS, COPYRIGHT AND USE

Once received, the submissions become the property of the Samtse Municipality. The Samtse Municipality shall own the entire copyright in all submissions, in whole or in part, for use in any way, including but not limited to the final design.

9. RIGHTS OF THE SAMTSE MUNICIPALITY

The Samtse Municipality reserves the right to disqualify any Competitor which has violated these Competition Conditions, made a misrepresentation in any submission, failed to respond to or cooperate with any request or otherwise participated in any action that impacts the integrity of the Competition.

The Samtse Municipality reserves the right to select multiple winners, to declare a tie between Finalists, or to announce no winner. The Samtse Municipality also retains the right to modify the Competition in its entirety at any time. The Samtse Municipality shall notify the Competitors of any amendments, and may post the updated documents on the website.

10. GENERAL CONDITIONS

- 10.1 All design calculations, governing loading and materials analysis shall be based on the BSB & Relevant Standard Specifications and Code of Practice.
- 10.2 The consultant shall follow prevailing local norms and guidelines regarding building regulations governing plot coverage, setbacks and traditional architecture.
- 10.3 The consultant shall enter into an agreement with the client on the terms and conditions given in this ToR within fourteen days from the date of award of work.
- 10.4 The period allowed for completion of the whole design packages covered under the consultancy assignment shall be two months which shall be reckoned from the date of award of the work. However, the consultant shall be required to be associated with the project till the approvals of the Design & Drawings are obtained from the relevant agencies under the Royal Government of Bhutan. The presence of an Architect on the pay roll of the consultant for technical assistance and clarifications to the relevant agencies for obtaining the approval shall be mandatory and cost of such requirement is covered under the consultancy assignment. The period of stay of the Architect from the consultant shall be from the date of formal approval of the design & drawing given by the client till the approval of the design & drawings for implementation.
- 10.5 (a) Based on the approved design drawings, the consultant shall prepare the project cost estimate for the project. The mismatch between the quantities as per the final approved drawings and the BoQ prepared by the consultant found during the actual execution at site, the consultant shall be held responsible such mismatch in quantities.
- (b) If such mismatch is noticed during the execution and resulted into additional payment in the form of extra, substitute and deviation items shall be considered as negligence on the part of the consultancy firm and the client shall levy compensation on the consultant. The amount of compensation shall be equivalent to the balance payable amount as per the payment schedule as on the date of such decision taken by the client for levy of compensation plus the whole amount of security deposit retained by the client.
- (c) Clarification on design, drawings & other information during construction shall be the responsibility of the consultancy firm. If the consultancy firm fails to clarify information prepared by him or fails to provide any missing details uncovered during construction, the client reserves the right to use the services of another consultant by debiting such payments to the consultant's fees by giving one month notice in this regard.

11. CONSULTANCY FEES

- 11.1 The consultancy fee payable to the consultancy firm for the consultancy assignment covered under this ToR (Planning, Design & Estimation of construction works) shall be the quoted/negotiated price. The quoted/negotiated price shall cover all incidental cost of carrying out the contract such as taxes, duties, insurance etc. Nothing extra other than quoted/negotiated price as per the bid shall be paid to the consultant.
- 11.2 Payment to the consultancy firm for the work done by the firm shall be paid in stages as per the payment Schedule given in the ToR.

12. FINANCIAL CONDITIONS

Liquidated damages – If the consultant fails to complete the whole of the works or any part thereof (if to be completed in section) within the time agreed upon for completion, the client shall have the right to collect from the consultant liquidated damages equivalent to 0.050 percent of the contract price (or the price of the subsection thereof) for every day of delay. However, the total amount of liquidated damages shall not exceed ten percent (10%).

13. PAYMENT SCHEDULE

- 13.1 The consultancy fees shall be paid to the consultant in stages for the work completed by him as per the following payment schedule.

Sl.no	Activity	% of fees	Cumulative
1	After finalisation of the Schematic/conceptual Design Stage: <ol style="list-style-type: none"> 1. Preliminary Master Plan Design 2. Zoning 3. Site plan 4. Architectural floor plans 5. Conceptual 3-D views. 6. Building Material Proposals 7. Green/Sustainable Design. 8. Building Section(Critical Areas) 9. 3-D Elevation 	20%	20%
2	Design Development Stage. <ol style="list-style-type: none"> 1. Master Plan with site development works 2. Architectural working drawings with details 3. Detailed 3D views 4. Structural analysis & design calculations and drawings 5. Electrical design analysis and drawings 6. Plumbing & Sanitation Drawings 7. Fire Alarm and CCTV system drawings 8. Waste Store drawings 9. Material specifications 	30%	50%
3	Construction Working Drawing stage: <ol style="list-style-type: none"> 1. Detailed Master Plan with site development Drawings. 2. Detailed Architectural working drawings 3. Detailed 3D perspectives 4. Detailed Plumbing and Sanitation working drawings 5. Detailed Electrical drawings. 6. Detailed Structural drawings 7. Fire Alarm and CCTV system drawings 8. Details of measurement & abstract of estimated cost and Bill of Quantities 9. Analysis for Non-scheduled rates 10. Waste Store detailed drawings 	40%	90%

13.2 Balance 10% shall be paid after completion of the project certified by the client.

14. DEDUCTIONS

Tax deduction (non-refundable) shall be @2% of the gross amount of each stage payment in case of Bhutanese Consultant or as amended from time to time by RGoB.

15. Security deposit

An amount equivalent to 10% of the total amount payable to the consultant shall be deducted progressively from each stages of payment/bill towards security deposit for fulfilling the terms and condition faithfully and honestly. The security deposit shall be refunded after completion of the Construction Project in all respect including testing & commissioning to the satisfaction of the client as well upon handing and taking over of the project.

16. TIME SCHEDULE FOR SELECTED CONSULTANT

The submission time schedule for various activities shall be as follows:

Sl.no	Description	Time (in days)	cumulative
1	Schematic/conceptual Design Stage- along with technical and financial proposals.	40	40
2	Design Development stage	25	65
3	Construction Working Drawing stage	35	100

17. GUARANTEE PERIOD

The consultant shall agree to redesign and estimate at his cost if any portion of his engineering and design work which due to his failure to use a reasonable degree of design skill/sound engineering practice shall be found defective within one year from the date of start of regular use of design/drawings or portion of the work affected.

18. DELAYS

- 18.1** It shall be noted that time is an essence of this agreement and the consultant shall strictly adhere to the time schedule of various activities to ensure completion of the consultancy assignment within the stipulated period. However, in case the completion of consultancy assignment is delayed beyond the stipulated period, the consultant shall have to apply for extension of time with full justification in writing to the client any event(s) and/or condition(s) which might delay progress and/or prevent completion of the work within the stipulated period and the client is at liberty to authorize such extensions of time for completion of the works, as may in client's opinion be necessary and/or proper. In this regard, decision of the Samtse Municipality shall be final and binding.
- 18.2** In case of delay in completion of the consultancy assignment by the consultant beyond the justified and approved extended period of completion, the consultant would make himself liable to pay compensation to RGoB @ 0.05% of the total admissible consultancy fee for every day of delays subject to maximum compensation @ 10% of the total admissible consultancy fee.

19. ABANDONMENT OF WORK

- 19.1** That if the consultant abandons the works for any reason whatsoever or become incapacitated from acting as consultant aforesaid, the Client may make full use of all or any of the works, designs/drawings prepared by the consultant and that the consultant shall be liable to pay such damages as may be assessed by the employer subject to a maximum of 10% of the total fee payable to the consultant under this agreement.
- 19.2** Provided, however, that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the consultant shall be entitled to all such fee for the services rendered and liable to refund any excess payment made to him over/and above which is due to him in accordance with the terms of this agreement, for the service rendered by him till the date of termination of agreement. However, admissibility of such claims shall subject to the condition of the usefulness of such work for completion of the entire work through any other consultant.

20. PATENTS AND RIGHT

- 20.1** Drawings, design and other documents/information prepared and submitted by the consultant in connection with the project shall remain the property of the Samtse Municipality and the consultancy firm shall not reproduce/use the same anywhere else without obtaining prior written approval from the Samtse Municipality. In the event that the consultant is found guilty, the client has the right to initiate legal action against him as per the law of the kingdom of Bhutan.

- 20.2** In the event this agreement is terminated or in the abandonment of work by the consultant the client may make full use of the drawings or may engage another consultant to carry out the balance work.

21. DETERMINATION OR RECESSION OF AGREEMENT

The Samtse Municipality, without any prejudice to its right against the consultancy firm in respect of delay, by notice in writing, absolutely determine the contract in any of the following cases.

- i) If the consultancy firm being a firm/company shall pass a resolution or court shall make any order that the firm/company shall be wound up or if a receiver or a manager on behalf of the court shall make any order that the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitles the court to make up a winding order.
- ii) If the consultant commits any breach of any terms of agreement. When the consultant has made himself liable for action under any of the cases aforesaid the client shall have powers.
 - a. To rescind or determine the contract.
 - b. To engage another consultant to carry out the balance work at the risk and cost of the consultant by debiting the consultant the excess amount, if any so spent.

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)

Contract for Consulting Services

**(Lump-Sum)
between**

[Samtse Municipality, Samtse Dzongkhag Administration]

and

[Consultancy name]

Dated:03/10/2019

TABLE OF CONTENTS

Preface.....	60
II. Form of Contract.....	68
III. General Conditions of Contract.....	70
1. General Provisions.....	70
1.1. Definitions.....	70
1.2. Law Governing the Contract	71
1.3. Language	71
1.4. Notices	71
1.5. Location.....	71
1.6. Authority of member in charge.....	71
1.7. Authorized Representatives.....	71
1.8. Taxes and duties.....	72
1.9. Fraud and Corruption.....	72
2. Commencement, Completion, Modification and Termination of Contract	73
2.1. Effectiveness of Contract	73
2.2. Commencement of Services.....	73
2.3. Expiration of Contract	73
2.4. Modifications or variations	73
2.5. Force Majeure	73
2.6. Termination.....	73
3. Obligations of the Consultant.....	74
3.1. General	74
3.2. Conflict of Interest.....	74
3.3. Confidentiality	75
3.4. Insurance to be Taken Out by the Consultant.....	75
3.5. Consultant's Actions Requiring Procuring Agency's Prior Approval	75
3.6. Reporting Obligations	75
3.7. Documents Prepared by the Consultant to be the Property of the Procuring Agency..	76
3.8. Accounting, Inspection and Auditing	76
4. Consultant's Personnel.....	77
4.1. Description of Personnel.....	77
4.2. Removal and/or Replacement of Personnel.....	77
4.3. Resident Project Manager.....	78
5. Obligations of the Procuring Agency	78
5.1. Assistance and Exemptions	78
5.2. Change in the Applicable Laws of Bhutan Related to Taxes and Duties	78
5.3. Services, Facilities and Property.....	78
6. Payments to the Consultant.....	78
6.1. Lump-Sum Payment.....	78
6.2. Contract Price.....	78
6.3. Payment for Additional Services	78
6.4. Terms and Conditions of Payment	79
6.5. Interest on Delayed Payments	79

7. Good Faith.....	79
7.1. Good Faith.....	79
8. Settlement of Disputes	79
8.1. Amicable Settlement.....	79
8.2. Dispute Resolution	79
III. Special Conditions of Contract.....	80
IV. Appendices	87
Appendix A - Description of Services	87
Appendix B - Reporting Requirements.....	87
Appendix C - Key Personnel and Sub-Consultants	87
Appendix D - Breakdown of Contract Price in Foreign Currency	87
Appendix E - Breakdown of Contract Price in Local Currency	87
Appendix F - Services and Facilities Provided by the Procuring Agency	87
Appendix G - Form of Advance Payments Guarantee	87

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

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

For and on behalf of *[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.

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|---|---|
| 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 | <p>The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (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 | <ul style="list-style-type: none"> (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 <i>[English]</i> .
1.4	<p>The addresses are:</p> <p>Procuring Agency: <u>Samtse Municipality, Samtse</u></p> <p>Attention: Municipal Chairman _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Consultant: _____</p> <p>Attention: _____ Facsimile: _____</p> <p>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: <u>Municipal Chairman</u></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><i>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:</i></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: [insert conditions]}</p> <p><i>Note: List here any conditions of effectiveness of the Contract, e.g. the Procuring Agency's approval of the Consultant's proposals for appointment of specified key staff members, receipt by the Consultant of advance payment and by the Procuring Agency of an advance payment guarantee (see Clause SC 6.4), passage of a specified number of days after signature of the Contract, etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.</i></p>
2.2	The number of days shall be [10 days].
2.3	The time period shall be [2 and 1/2 Months].
3.4	<p>The risks and the coverage shall be as follows:</p> <p>Not applicable</p>

	<p>(c) professional liability insurance, with a minimum coverage of [As per Insurance Company's Prevailing Rules];</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>
{3.5 (c)}	{The other actions are: [N/A].}
{3.7 (b)}	<i>The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Procuring Agency</i>
4.3	<p><i>{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.3.}</i></p> <p><i>Note: If there is no such manager, delete this Clause SC 4.6.</i></p>
{5.1}	<i>Note: List here any assistance or exemptions that the Procuring Agency may provide under Clause GC 5.1. -not applicable."</i>
6.2(a)	The amount in foreign currency or currencies is [N/A].
6.2(b)	The amount in Ngultrum is [N/A].

6.4	<p>The accounts are: for foreign currency or currencies: <i>[N/A]</i></p> <p>for Ngultrum: <i>[N/A]</i></p> <p>Payments shall be made according to the following schedule: <i>Notes as per payment schedule 7.0 of ToR.</i></p>
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6.5	The interest rate is: <i>[As per prevailing rules of financial institution]</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 disputes 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: As per the Term of References (ToR)

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: As per the Term of References (ToR)-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

 Beneficiary: _____
 Date: _____
 ADVANCE PAYMENT GUARANTEE No.: _____

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

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

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

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

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

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

[signature(s)]

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