

# REQUEST FOR PROPOSAL

For Procurement of Consulting Services for  
Independent Testing/Quality Assurance for  
Integrated Financial Management Information  
System (IFMIS) for  
Royal Government of Bhutan



Department of Treasury & Accounts,  
Ministry of Finance,  
Royal Government of Bhutan  
2026

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## SECTION 1: LETTER OF INVITATION

DTA/PFMTU-IFMIS/25-26/32

Date 10<sup>th</sup> April 2026

*[All Interested Consultants]*

Dear Mr/Ms,

The *[Department of Treasury & Accounts, Ministry of Finance]* invites proposals from **eligible international consulting firms** (or national/international firms, as applicable) for the Procurement of Consulting Services for Independent Testing/Quality Assurance for Integrated Financial Management Information System (IFMIS) for the Royal Government of Bhutan. More details on the services are provided in the Terms of Reference.

The Consultancy selection will be under QCBS method and procedures described in this RFP, in accordance with the latest Procurement Rules and Regulations in force of the Royal Government of Bhutan.

The Proposals are to be submitted at the latest by *[11 May 2026 and 12:00 noon]* and the Technical Proposals will be opened on *[11 May 2026 and 2:30 PM]*.

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

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

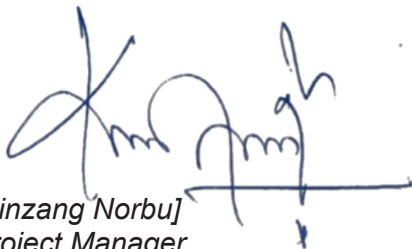
Address for responses / clarifications

Ms. Tshering Chezom, Asst. Project Manager, Public Financial Management Transformation Unit, Department of Treasury and Accounts, Ministry of Finance. Can be contacted at [tchezom@mof.gov.bt](mailto:tchezom@mof.gov.bt)

RFP delivery address shall be;

Procurement Officer, Procurement Unit, Ministry of Finance, Tashichodzong, Thimphu (if hard copy) [tashi@mof.gov.bt](mailto:tashi@mof.gov.bt) (submission via electronically)

Yours sincerely,



*[Kinzang Norbu]*  
Project Manager

## 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 interest paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing Consultants, and any of their affiliates, shall be considered to have a conflict of interest, and shall not be recruited, under any of the circumstances set forth below:

a) **Conflicting Activities:**

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

b) **Conflicting Assignments:**

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

- c) Conflicting Relationships:
  - (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 an 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.<sup>1</sup> 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”<sup>2</sup> means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value<sup>3</sup> to influence improperly the actions of another party;
    - (ii) “fraudulent practice”<sup>4</sup> 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”<sup>5</sup> 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”<sup>6</sup> means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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

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

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

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

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

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

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

- 4.2. Consultants, their Sub-Consultants, and their affiliates shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Procuring Agency in accordance with the above sub-paragraph (c) of this paragraph 4.1. Furthermore, Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 4.3. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal Submission Form (Section 4).
- 5. Origin of Goods and Consulting Services**
- 5.1. Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- a) as a matter of law or official regulation, RGoB prohibits commercial relations with that country; or
  - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Bhutan prohibits any imports of goods or services from that country or any payments to persons or entities in that country.
- 6. Only one Proposal per Consultant**
- 6.1. A Consultant may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, in more than one proposal.
- 7. Proposal Validity**
- 7.1. The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best efforts to complete negotiations within this period. Should the need arise, however, the Procuring Agency may request Consultants in writing to extend the validity period of their proposals. Consultants who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 8. Eligibility of Consultants**
- 8.1. The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for RGoB projects.

8.2. Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the RGoB in the Applicable Regulations.

8.3. In case a shortlisted Consultant intends to associate with other Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the same eligibility criteria as are stipulated for the Consultant.

**9. Restrictions for State-Owned Enterprises**

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

- a) are legally and financially autonomous
- b) operate under commercial law, and
- c) are not under supervision of the Employer.

**10. Exclusion of Consultant or Sub-Consultants**

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

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

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

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

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

11.1. The RFP document comprises:

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

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

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

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

## **12. Preparation of Proposals**

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

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

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

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

**35. Debriefing by  
the Procuring  
Agency**

- 35.1. On the receipt of employer's notification of intention to award referred to in ITC 32, an unsuccessful consultant has three (3) working days to make a written request to the employer for debriefing. The employer shall provide a debriefing to all unsuccessful consultants whose request is received within this deadline.
- 35.2. Where a request for debriefing is received within the deadline, the employer shall provide the debriefing within five (5) working days.
- 35.3. The employer shall discuss only such proposal and not the proposal of other consultants. The debriefing shall not include:
- a) point-by-point comparisons with another proposal; and
  - b) information that is confidential or commercially sensitive to other Consultants.
- 35.4. The purpose of debriefing is to inform the aggrieved consultant of the reasons for lack of success, pointing out the specific shortcomings in its proposal without disclosing contents of other proposals.

## INSTRUCTIONS TO CONSULTANTS DATA SHEET

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

ITC Paragraph Reference	Details
1.1	Name of the Procuring Agency: Department of Treasury & Accounts, Ministry of Finance, Royal Government of Bhutan  Method of selection: QCBS
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes  The name of the assignment is: Independent Testing/ Quality Assurance Provider for Development of IFMIS for Royal Government of Bhutan  The scope of the assignment and expected time of its completion are: 25 Months for QA during IFMIS implementation and 36 months for QA during Warranty & Maintenance period and software change management.
1.3	A pre-proposal conference will be held: No     The Procuring Agency 's representative is: Mr. Norbu Dendup, Director Address: Department of Treasury and Accounts _____ Telephone: _____ Facsimile: E-mail: <a href="mailto:ndendup@mof.gov.bt">ndendup@mof.gov.bt</a>
1.4	The Procuring Agency will provide the following inputs and facilities: a. Applicable deliverables/outputs from the IIP and IIIP Contracts for IFMIS b. Access to the IFMIS software and IT infrastructure c. Working space for the testing team when onsite d. Venue/Facilities ( <i>meeting rooms</i> ) for the onsite consultations required for the agency for this project e. Counterpart staff from the Royal Government for IFMIS implementation comprising of the domain experts in Public Financial Management in Govt. of Bhutan, modules leads from the Government for respective functional modules in IFMIS, User Acceptance Testing (UAT) team, access to and inputs related to the Government Data Centre and Disaster Recovery site infrastructure to support in IFMIS infrastructure sizing for the IFMIS f. Demo/walk-through of IFMIS g. Any other information within the ambit of the Royal Government of Bhutan as needed for conducting the testing activities by the agency for IFMIS.
4.1 e	The consultant shall submit a signed Integrity Pact: Yes
7.1	Proposals must remain valid for 180 days days after the submission date, i.e. until: <u>9<sup>th</sup> November 2026</u>

11.2	<p>Clarifications may be requested not later than two weeks (14 days) before the submission date.</p> <p>The address for requesting clarifications is:</p> <p>Asst. Project Manager Operations Lead Public Financial Management Transformation Unit Department of Treasury &amp; Accounts, Ministry of Finance, Royal Govt. of Bhutan, Thimphu E-mail: tchezom@<a href="mailto:tchezom@mof.gov.bt">mof.gov.bt</a></p>
11.3	<p>A pre-proposal meeting will NOT be conducted. If conducted, it will take place on <i>[Not applicable]</i></p> <p>at <i>[Not Applicable]</i></p>
12.3 (a)	<p>Shortlisted Consultants may associate with other shortlisted Consultants: Not Applicable</p>
13.1	<p>Proposals shall be submitted in the following language: <i>English</i></p>
14.1	<p>The format of the Technical Proposal to be submitted is: <b><u>FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>1. Power of Attorney to sign the Proposal</li> <li>2. TECH-1</li> <li>3. TECH-2</li> <li>4. TECH-3</li> <li>5. TECH-4</li> <li>6. TECH-5</li> <li>7. TECH-6</li> </ol> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</b></p> <ol style="list-style-type: none"> <li>1. FIN-1</li> <li>2. FIN-2</li> </ol>
14.5	<p>The format of the technical proposal to be submitted is: FTP</p>
15.2	<p>A Price Adjustment provision applies to remuneration rates: No</p>
16.1	<p>Information on the Consultant's tax obligations in the Client's country can be found <a href="http://www.drc.gov.bt">[www.drc.gov.bt]</a> &amp; <a href="https://immi.gov.bt/home/">[https://immi.gov.bt/home/]</a>.</p>
17.3	<p>The Consultant must submit the original and two copies of the Technical Proposal, and the original of the Financial Proposal if submitted in hard copies.</p> <p>For electronic submission, consultants must submit technical proposals and financial proposals.</p>

<p><b>17.6</b></p>	<p>The marking on the envelope or electronically shall be  <i>“For the REQUEST FOR PROPOSAL For Procurement of Consulting Services for Independent Testing/Quality Assurance for Integrated Financial Management Information System (IFMIS)”</i></p> <p>The Address on the envelope should be</p> <p>The Director,  Department of Treasury &amp; Accounts,  Ministry of Finance,  Thimphu, Bhutan.</p> <p>Proposals must be submitted no later than the following date and time:  11<sup>th</sup> May 2026 12:00 noon</p> <p>The Proposal submission address is:  Procurement Officer, Procurement Unit, Ministry of Finance, Tashichodzong,  Thimphu (if hard copy)  <a href="mailto:tashi@mof.gov.bt">tashi@mof.gov.bt</a> (submission via electronically)</p>										
<p><b>21.1</b></p>	<p>Criteria, sub-criteria and the points system for the evaluation of Technical Proposals are:</p> <table border="0" style="width: 100%;"> <tr> <td style="padding-left: 20px;"><i>Experience of the Firm - Experience of the Agency in providing the Quality Assurance and Testing Services for IT systems in similar scale and size and the supporting documents/citations from clients</i></td> <td style="text-align: right; vertical-align: bottom;"><b>30</b></td> </tr> <tr> <td style="padding-left: 20px;"><i>Tools proposed for the testing activities and their track record</i></td> <td style="text-align: right; vertical-align: bottom;"><b>20</b></td> </tr> <tr> <td style="padding-left: 20px;"><i>Approach &amp; methodology for the Testing/QA services</i></td> <td style="text-align: right; vertical-align: bottom;"><b>20</b></td> </tr> <tr> <td style="padding-left: 20px;"><i>Experience of Proposed Team for the Testing/QA Services</i></td> <td style="text-align: right; vertical-align: bottom;"><b>30</b></td> </tr> <tr> <td style="padding-left: 20px;"><b>Total</b></td> <td style="text-align: right; vertical-align: bottom;"><b>100</b></td> </tr> </table> <p>The minimum technical score St required to pass is: <b>80</b> Point</p>	<i>Experience of the Firm - Experience of the Agency in providing the Quality Assurance and Testing Services for IT systems in similar scale and size and the supporting documents/citations from clients</i>	<b>30</b>	<i>Tools proposed for the testing activities and their track record</i>	<b>20</b>	<i>Approach &amp; methodology for the Testing/QA services</i>	<b>20</b>	<i>Experience of Proposed Team for the Testing/QA Services</i>	<b>30</b>	<b>Total</b>	<b>100</b>
<i>Experience of the Firm - Experience of the Agency in providing the Quality Assurance and Testing Services for IT systems in similar scale and size and the supporting documents/citations from clients</i>	<b>30</b>										
<i>Tools proposed for the testing activities and their track record</i>	<b>20</b>										
<i>Approach &amp; methodology for the Testing/QA services</i>	<b>20</b>										
<i>Experience of Proposed Team for the Testing/QA Services</i>	<b>30</b>										
<b>Total</b>	<b>100</b>										
<p><b>24.1</b></p>	<p>The single currency for price conversions is Bhutanese Ngultrum (BTN).  The source of official selling rates is the Royal Monetary Authority of Bhutan.  The date of exchange rates is: <u>11<sup>th</sup> May 2026</u></p>										
<p><b>25.1</b></p>	<p>The formula for determining the financial scores is the following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  T = 0.7, and  P = 0.3</p>										
<p><b>26.1</b></p>	<p>Expected date and address for contract negotiations: Will be notified to the L1 Consultant.</p>										
<p><b>32.7</b></p>	<p>Expected date for commencement of consulting services:  [15 June 2026] at: [Thimphu]</p>										

## SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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

### Checklist of Required Forms

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

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

## Form TECH-1

### Technical Proposal Submission Form

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

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

{OR

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

We hereby declare that:

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

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

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

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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

## Form TECH-2 (for Full Technical Proposal Only)

### Consultant's Organization and Experience

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

#### A - Consultant's Organization

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

#### B - Consultant's Experience

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

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

## **Form TECH-3 (for Full Technical Proposal)**

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

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

#### **A - On the Terms of Reference**

*{Improvements to the Terms of Reference, if any}*

#### **B - On Counterpart Staff and Facilities**

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

## Form TECH-4 (for Full Technical Proposal Only)

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

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

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

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

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

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

**c) Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

## Form TECH-4 (for Simplified Technical Proposal Only)

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

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

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
  
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
  
- c) **Comments (on the TOR and on counterpart staff and facilities)** Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

**Form TECH-5 (for FTP and STP)**

**Work Schedule and planning for deliverables**

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

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



**Form TECH-6  
(Continued)**

**CURRICULUM VITAE (CV)**

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

*Name of university or other specialised 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.}

**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{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.

Name of Expert	{day/month/year}
Date	Signature
Name of authorized	{day/month/year}
Date	Signature
Representative of the Consultant (the same who signs the Proposal)	

**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 <sup>[3]</sup> and contract administration <sup>[4]</sup>, with a view to:

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

#### 3. Scope:

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

#### 4. Commitments of the Employer:

The Employer commits itself to the following:

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

5. Commitments of Bidders

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

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

6. Sanctions:

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

7. Monitoring and Administration:

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

---

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

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

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

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

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

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

EMPLOYER

BIDDER/REPRESENTATIVE

CID :

CID :

## SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

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

FIN-1            Financial Proposal Submission Form

FIN-2            Summary of Costs

**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

### 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}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					
N-2			[Field]					
				Total Costs				

determine subsistence allowances.

# 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**

*Refer to the Attachment Section 5: Terms of Reference for Independent Testing and Quality Assurance.*

## 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**

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

*Two standard forms of Contract are provided:*

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

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

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

*The attached Form of Contract shall be used.*

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

**Contract for Consulting Services**  
**(Hybrid - Lump-Sum & Rate based)**  
**between**

**[name of the Procuring Agency]**

**and**

**[name of the Consultant]**

**Dated:**

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## PREFACE

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

**I. Form of Contract**

**Hybrid (Lump-Sum & Rate based)**

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

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

[Note: If the Consultant 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

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]*

## 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.<sup>50</sup> 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"<sup>51</sup> means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value<sup>52</sup> to influence improperly the actions of another party;

(ii) "fraudulent practice"<sup>53</sup> 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"<sup>54</sup> 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"<sup>55</sup> means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under Clause GC 3.8 (b)

**1.9.2. Measures to be taken** (b) will cancel the Contract if it at any time determines that representatives of the Consultant, any Sub-Consultant, the personnel of either of them, or any other participant in the procurement and Contract execution process, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement and selection process or the execution of the Contract;

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

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

**1.9.3. Commissions and fees**

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

**2. Commencement, Completion, Modification and Termination of Contract**

**2.1. Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

**2.2. Commencement of Services**

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.3. Expiration of Contract**

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

**2.4. Modifications or variations**

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

**2.5. Force Majeure**

**2.5.1. Definition**

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

### **2.5.2. Breach of Contract**

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

### **2.5.3. Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4. Payments**

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

## **2.6. Termination**

### **2.6.1. By the Procuring Agency**

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

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

**2.6.2. By the Consultant**

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

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3. Payment upon termination**

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

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

**3. Obligations of the Consultant**

**3.1. General**

**3.1.1. Standard of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Sub- Consultants or third Parties.

**3.2. Conflict of Interest**

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

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

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

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

**3.8. Accounting, Inspection and Auditing**

The Consultant shall:

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

**4. Consultant's Personnel**

**4.1. Description of Personnel**

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

**4.2. Removal and/or Replacement of Personnel**

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

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

## **5. Obligations of the Procuring Agency**

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

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

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

**5.3. Services, Facilities and Property**

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

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

## **6. Payments to the Consultant**

**6.1. Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clauses 5.2 and 5.3 (b), the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

**6.2. Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

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

**6.4. Terms and  
Conditions of  
Payment**

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

**6.5. Interest on  
Delayed Payments**

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

**7. Good Faith**

**7.1. Good Faith**

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

**8. Settlement of Disputes**

**8.1. Amicable  
Settlement**

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

**8.2. Dispute Resolution**

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

### III. Special Conditions of Contract

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><b>Procuring Agency:</b>            Attention:            The Director,            Department of Treasury &amp; Accounts,            Ministry of Finance,            Royal Govt. of Bhutan            Thimphu            E-mail: <a href="mailto:ndendup@mof.gov.bt">ndendup@mof.gov.bt</a></p> <p><b>Consultant:</b>            _____            Attention: _____ Facsimile: _____            E-mail: _____</p>
{1.6}	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC 1.4 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p><b>For the Procuring Agency:</b>            The Director, Department of Treasury &amp; Accounts,            Ministry of Finance,            Royal Govt. of Bhutan</p> <p><b>For the Consultant:</b> _____</p>
1.8	<p>The Consultant, Sub-Consultants, and the Personnel of both of them shall pay all the applicable taxes, duties, fees and other impositions levied under the Applicable Laws of Bhutan.</p>

1.8	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.
2.2	The number of days shall be 30.
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bhutan by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency];</p> <p>(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(c) professional liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of Bhutan, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
3.5 (c)	<p>a. Replacement of any team members approved by the Procuring Agency</p> <p>b. Changes to the project scope, timelines and the milestones</p> <p>c. Changes to the tools and technologies that have been mutually agreed and incorporated into the contract</p>
3.7 (b)	<i>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.</i>
4.3	<i>The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.3.</i>
5.1	<i>Not Applicable</i>
6.2(a)	The amount in foreign currency or currencies is <i>[Not applicable]</i>

6.2(b)	The amount in Ngultrum is [insert amount].
6.4	<p>The accounts are:  for foreign currency or currencies: <i>[Not applicable]</i></p> <p>for Ngultrum: <i>[insert account]</i></p>
6.5	The interest rate is: <i>[insert rate]</i> .
8.2	<p>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>

## IV. Appendices

### Appendix A - Description of Services

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

### Appendix B - Reporting Requirements

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

### Appendix C - Key Personnel and Sub-Consultants

**Note:** List under:

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

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

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

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

### Appendix D - Breakdown of Contract Price in Foreign Currency

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

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

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

### Appendix E - Breakdown of Contract Price in Local Currency

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

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

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

### Appendix F - Services and Facilities Provided by the Procuring Agency

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