

STANDARD REQUEST FOR EXPRESSION OF INTEREST

Procurement of Individual Consultants

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REQUEST FOR EXPRESSION OF INTEREST (REOI)

Project Name: **Development and Maintenance of System and Application Websites**

Procuring Agency: ***Government Technology Agency***

Division: Digital Service Development Division and Digital Service Operation and Maintenance Division

Title of Consulting Services: ***Recruitment of Full Stack Developer (Individual Consultant)***

INVITATION FOR EXPRESSION OF INTEREST

GovTech/Pro-02/2023-24/210

Date: 19th August, 2024

(Consulting Services- Individual consultant)

Digital Service Development Division and Digital Service Operation and Maintenance Division of the GovTech Agency invites eligible candidates of **Full Stack Developer** to express their interest in Development and Maintenance of system and application websites. Interested expert should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services and will be selected in accordance with the Individual Consultants (competitive selection) method set out in the Terms of Reference (ToR).

Interested individual consultant may obtain further information at the address given below from **0900 to 1700** hrs during working days. The details are provided in the Terms of Reference (ToR), which is available below in Section 3 and it can also be downloaded from www.tech.gov.bt

The expression of interest shall be properly sealed in one envelopes original along one COPY of document and must be delivered to the following address by no later than 1PM on 30th August, 2024.

Address of Procuring Agency

**Procurement Division, SSS
GovTech
Thimphu, Bhutan
Contact # 17757906**

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

Section 1: Instructions to Consultants

Section 2: Standard Forms

Section 3: Terms of Reference

Section4: Standard Form of Contract (Time Based Contract)

Your Sincerely,

(Tshering Cheki, Asst. Procurement Officer, GovTech)

SECTION 1: INSTRUCTIONS TO CONSULTANT

- 1. Scope of assignment**

1.1 The Employer has received a budget from *RGOB* and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 4.
- 2. Qualifications of the Consultant**

2.1 Prospective Individuals shall demonstrate in their EoI that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.
- 3. Conflict of Interest**

3.1 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. For this purpose, the provisions of the Procurement Rules and Regulations on Conflict of Interest shall apply.
- 4. Unfair Advantage**

4.1 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 REoI all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- 5. Fraud and Corruption**

5.1 It is RGoB policy to require that Consultants, observe the highest standards of ethics during the procurement and execution of contracts.¹ In addition, as a condition of admission to eligibility, the Consultant shall execute and attach to their Proposals an Integrity Pact Statement in the form provided in **Form 4 of Section 3**.
- 6. Preparation of EoI**

6.1 EoI shall be typed or written in indelible ink in English language and shall be signed by the Consultant. Consultants are required to complete the following Forms:

 - (a) Form 1: Submission of Expression of Interest;
 - (b) Form 2: CV of the Consultant; and
 - (c) Form 3: Integrity Pact
- 7. Submission of EoI**

7.1 The prospective Consultant can deliver their EoI by hand, mail, courier service to the address mentioned in the REoI.

7.2 EoI shall be properly sealed in envelopes addressed to the Procuring Agency as mentioned in the REoI advertisement and bear the name & address of the Consultant as well as the name of the assignment.

7.3 The closing date for submission of EoI is **30th August, 2024** up to **1PM**, EoI must be submitted within this deadline. Any EoI received after the deadline for submission of EoI shall be declared late, and returned unopened to the Consultant.

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

- 7.4 EoI may be modified or substituted before the deadline for submission.
- 7.5 The Procuring Agency may at its sole discretion, extend the deadline for submission of EoI.
- 7.6 At any time prior to the deadline for submission of EoI the Procuring Agency for any reason or on its own initiative may revise the REoI Document by issuing an Addendum which shall form an integral part of the Document.

8. Evaluation of EoI

- 8.1 Suitability of the Consultants shall be evaluated on the basis of criteria specified in the sub clause 8.2
- 8.2 ***Refer Terms of Reference (ToR)*** for points to be given under each of the evaluation criteria.
- 8.3 Immediately after the closing date and time for submission the Procuring Agency shall open all EoI documents, including any substitutions accompanied by a properly authorized substitution notice.
- 8.4 Following the opening of the EoI, and until the Contract is signed, no Consultant shall make any unsolicited communication to the Procuring Agency. Such an attempt to influence the Procuring Agency in its decisions on the examination, evaluation, and comparison of either the EoI or Contract award may result in the rejection of the EoI.
- 8.5 After the evaluation, the highest-ranked Consultant financial proposal shall be opened and evaluated which shall be subject to negotiation. The financial proposal shall be submitted as per the Form 3 provided in Section 3. (**Need not be submitted, Refer TOR**)

9. Negotiations

- 9.1 The first-ranked Consultant shall then be invited for negotiations. If negotiations fail, the Procuring Agency shall inform the Consultant in writing of the reasons for termination of the negotiations and then shall open the Consultant who's technical was ranked second to negotiate a Contract. Once negotiations commence with the second ranked Consultant the Procuring Agency shall not reopen the earlier negotiations. **(Refer TOR)**
- 9.2 During negotiations, the Procuring Agency and the Consultant shall finalize the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services". **(Refer TOR)**
- 9.3 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Consultant. **(Refer TOR)**
- 9.4 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Procuring Agency and the Consultant will finalize the agreed Contract. **(Refer TOR)**

10. Award of Contract

- 10.1 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 Employer's website.
- 10.2 The notifications to all unsuccessful Consultants, and the notification on the Employer's website, shall include the following information:
- (a) the assignment reference number;
 - (b) the name of the winning Consultant and total price it offered; and
 - (c) the date of the award decision.
- 10.3 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.
- 10.4 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 representative together with the date of signature;
 - (b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall not be 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 Procuring Agency may negotiate with the second ranked Consultant.

10.5 The Consultant is expected to commence the assignment on 1st August, 2024 at GovTech. The duration of the contract shall 6 months from the date of commencement.

SECTION 2: STANDARD FORMS

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Expression of Interest Document; they should not appear on the EoI to be submitted.]

FORM-1 Expression of Interest Submission Form

FORM-2 Consultant's Curriculum Vitae

FORM-4 Integrity Pact

Form 1A: Expression of Interest Submission Form

Date:

To:

[Address of Procuring Agency]

Dear Sir/Madam:

I, hereby submit my EoI to provide the consulting Services for [Insert title of assignment] in strict accordance with your Request for EoI dated [dd/mm/yy].

I declare that I was not associated, nor have been associated in the past, directly or indirectly, with a Consultant or any other entity that has prepared the design, specifications and others documents in accordance with Clause 3.

I have not been declared ineligible by the Royal Government of Bhutan on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with Clause 5.

If selected, I undertake to commence the consulting Services for the assignment not later than the date indicated in Clause 10.5.

I understand that the Procuring Agency reserves the right to accept or reject any EoI at any time prior to contract award.

Yours Sincerely,

Signature

Name:

Address:

Tel:

Attachment: *[List attachments]*

Form 1B- Consultant's Information Sheet

A. Consulting Services Data

Name of the consulting services	
Assignment (Brief Description)	

B. Consultant Data

* Name	
* Country of Nationality	
* Address of consultant	
* E-mail and contact No. of consultant	

C. Assignment Specific Qualifications and Experience

* Assignment Specific Experience (Provide information demonstrating your ability, skills and experience to undertake advertised assignment and deliver inputs/ outputs required under the TOR-add additional sheet if required)
* Please provide summary of your qualifications and attach your Curriculum Vitae (CV)***

D. Eligibility Declaration

I, the undersigned, certify to the best of my knowledge and belief

- » The CV I attached correctly describes my qualifications and my experience
- » I am not part of the team who wrote the terms of reference for this consulting services assignment.
- » I have not been convicted of an offense or crime related to theft, corruption or fraud.
- » I understand that it is my obligation to notify Procuring Agency should I become ineligible to work with.
- » I understand that it is my obligation to notify Procuring Agency, or should I be convicted of an offense related to theft, corruption or fraud.

» Completed by (Name)	
Date (dd/mm/yyyy)	

Form 2- Curriculum Vitae (CV) of the Consultant

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

4. Membership of Professional Associations: _____

5. Other Training [*Indicate professional training relevant to the project*]: _____
6. Countries of Work: [*List countries where you have worked in the last fifteen years*]: _____

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

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

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

[Among the assignments in which you have been involved, indicate the following information for those assignments that best illustrate your capability to handle the tasks listed under]

Name of assignment or project: _____

Year: _____

Location: _____

Procuring Agency or Procuring Agency: _____

Main project features: _____

Positions held: _____

Activities performed: _____

Note: Attach the work experience certificate

10. Declaration :

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

_____ Date: _____
[Name & Signature of the consultant] *Day/Month/Year*

Form 4- Integrity Pact

INTEGRITY PACT

1. General:

Whereas (*Name of head of the procuring agency or his/her authorized representative, with power of attorney*) representing the (*Name of procuring agency*), Royal Government of Bhutan, hereinafter referred to as the “**Employer**” on one part, and (*Name of bidder or his/her authorized representative, with power of attorney*) representing M/s. (*Name of firm*), hereinafter referred to as the “**Bidder**” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document which shall be signed by the bidder during the bid submission and employer shall sign during the bid opening time. on both the parties from This IP is applicable only to “**large**” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2. Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid 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**² and **contract administration**³, 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 further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

² 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.

³ Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contract- ing and contract handing/taking over.

- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer 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 violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

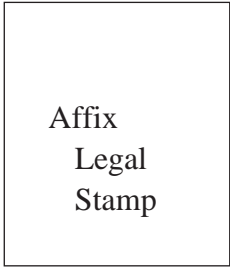
- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.
- 6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

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

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

The parties hereby sign this Integrity Pact at (*place*) _____ on (*date*) _____



EMPLOYER

CID :

CID :

Witness: _____

Name:

CID :

CID :



BIDDER/REPRESENTATIVE

Witness: _____

Name:

SECTION 3: TERMS OF REFERENCE

TERMS OF REFERENCE (TOR)

[Component - Recruitment of FullStack Developer]

GovTech Agency



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1. Introduction:

This Terms of Reference (ToR) outlines the requirements and procedures for recruiting 5 experienced full-stack developers for the Digital Service Development Division and Digital Service Operation and Maintenance Division under the Department of Digital Service Transformation. This document aims to provide clear guidelines on the roles, responsibilities, qualifications, and recruitment process to ensure the selection of a suitable candidate who can effectively contribute to the organisation.

2. Objectives:

The primary objectives for hiring a Full Stack Developer in the agency are to ensure the reliability, availability, and performance of web applications; manage and resolve incidents swiftly to minimise downtime; perform regular maintenance and timely upgrades to keep systems secure and updated; maintain comprehensive documentation and facilitate knowledge transfer within the team; drive continuous improvement of operational processes and system performance; implement and enforce security best practices to ensure compliance with relevant standards; foster effective collaboration and clear communication with various teams; provide high-quality support to end-users and customers; successfully manage and execute operational projects; stay updated with industry trends to adopt innovative technologies that enhance operational efficiency and effectiveness; and most importantly, to impart knowledge and skills to division staff, ensuring they are well-equipped to manage and maintain systems independently.

3. Job Description:

1. Overview

1. DSD Overview

The Digital Service Development Division is dedicated to overseeing and managing the development of new systems, both in-house and outsourced and advancing our digital platforms by leveraging cutting-edge technologies to provide robust, scalable, and secure services. As part of our strategic initiatives, we aim to integrate microservices architecture and DevSecOps practices to enhance our development and deployment processes. We are seeking **Four Full Stack Developers** with specialised skills in these areas to join our team and drive these initiatives forward.

2. DSOM Overview

The Digital Service Operation and Maintenance (DSOM) division manages over 450 systems for the Royal Government of Bhutan, including web applications, websites, and mobile applications, with more than 180 considered critical. The division is responsible for maintaining these systems at 99.9% uptime through continuous monitoring and prompt resolution of incidents or service disruptions to minimise downtime and user impact. Additionally, the division oversees the implementation and management of changes and release to digital services, ensuring all modifications are properly documented, tested, and executed without disrupting operations. The division is also in charge of deploying applications, particularly after enhancements. Currently, DSOM staff lack technical skills, hence we plan to recruit a **Fullstack developer** proficient in multiple languages and frameworks, DevOps, and version control, with industry experience. This developer will enhance/develop existing processes and provide hands-on knowledge transfer to DSOM staff.

The DSOM division is characterised by a culture of collaboration, innovation, and continuous improvement. We prioritise effective communication and teamwork, ensuring that all team members are aligned and working towards common goals. Our commitment to proactive problem-solving and excellence drives us to not only address current challenges but also anticipate and prevent future issues. We value knowledge sharing, professional growth, and a supportive environment where every team member's contributions are recognized and appreciated.

2. Key Responsibilities

1. Develop, test, and maintain applications using front-end, mobile app, and back-end technologies.
2. Implement UI/UX design/prototype to develop user-friendly interfaces.
3. Write clean, maintainable, and efficient code.
4. Debug and resolve technical issues.
5. Optimise applications for maximum speed and scalability.
6. Ensure the security of applications by following best practices and secure by design principles.
7. Help maintain code quality, organisation, and automation.
8. Deploy software applications across various environments, ensuring smooth and reliable releases.
9. Manage version control and ensure proper branching and merging practices.
10. Optimise database performance through indexing, query optimization, and regular maintenance tasks.

11. Automate free SSL certificate renewal and server reload using a scheduled cron job.
12. Implement a CI/CD pipeline and containerization for automated DevOps deployment of services.
13. Collaborate with cross-functional teams to define, design, and ship new features.
14. Develop a Standard Operating Procedures (SOP) for systems and operation.
15. Conduct stress testing, load testing, performance testing, code quality testing and unit/integration testing for new and existing applications.
16. Re-develop existing applications that have performance issues.
17. Participate in code reviews and provide constructive feedback.
18. Patching and resolving bugs/issues found/detected through Vulnerability Scan (Nessus) and Wazuh.
19. Stay updated with emerging technologies and industry trends.
20. Do in-house and hands-on training to build other's capabilities within the Department.
21. Develop and maintain comprehensive documentation for code, APIs, and system configurations.
22. Document best practices and development standards to ensure consistency across the team.
23. Work off-hour/in holidays for certain tasks as and when required.
24. Training and knowledge transfer to your colleagues.

3. Qualifications and Skills

1. Bachelor's degree in Computer Science, Information Technology, or a related field.
2. Proficiency in *front-end technologies* such as HTML, CSS, JavaScript, and frameworks like React, Angular, or Vue.js.
3. Proficiency in *Mobile App technologies* such as Flutter, React Native, and mobile native language.
4. Proficiency in *back-end technologies* such as Node.js, Python, Ruby, Java, or .NET and frameworks like Express.js, Django, or Spring.
5. Proficiency in *database management systems* such as MySQL, PostgreSQL, MSSQL, MariaDB, or MongoDB.
6. Familiarity with *version control systems* such as Git, or GitLab.
7. Understanding of *RESTful APIs and web services*.
8. Experience with deploying and maintaining applications in various environments.
9. Experience with *DevOps* practices and tools, including CI/CD pipelines.
10. Experience with *cloud platforms* like AWS, Azure, or Google Cloud.
11. Knowledge of *containerisation* tools like Docker and orchestration tools like Kubernetes.
12. Familiarity with *agile development methodologies*.
13. Strong **problem-solving skills** and attention to detail.
14. Excellent communication and teamwork abilities.
15. Ability to learn and adapt to new technologies quickly.

4. Reporting and Communication

1. The Fullstack Developer will directly report to the chief, DSD/DSOM and Director, DDT. Regular meetings will be held to discuss progress, challenges, and ways forward.

4. Document submission

Interested candidates should submit the following document:

1. A detailed CV/resume.
2. Training certificate or work experience certificate.

3. A cover letter outlining their experience and suitability for the role.
4. References from previous employers or clients.

5. Recruitment Process

The recruitment process will consist of the following stages:

1. Application Submission

1. Candidates will submit their resumes and any relevant project portfolios or GitHub repositories.
2. Candidates should submit separate sealed financial proposals (Monthly rate for working days and separate rate for weekends).

2. Initial Screening

1. The recruitment team will review applications to shortlist candidates based on the required qualifications and skills.

3. Technical Assessment

1. Shortlisted candidates will undergo a technical assessment to evaluate their coding skills, problem-solving abilities, and understanding of full-stack development.

4. Interview Process

1. Selected candidates will be invited for an interview, which may include technical and behavioural questions, as well as a discussion of their projects and experience.

5. Final Selection

1. The final decision will be made based on the candidates' performance in the *Technical Assessment*, *Interviews* and *Financial Assessment*. The selected candidate will be offered the position.

6. Selection Criteria

The candidate shall be selected based on the following criteria:

SL. No.	Area	Weightage	Remarks
1	Technical Assessment	45%	<p>Candidates will participate in a practical evaluation involving:</p> <ul style="list-style-type: none"> • Provided Materials: Virtual machine within our current environment. • Tasks: <ul style="list-style-type: none"> ○ The candidate must present a system already developed by the candidate focusing on the complex algorithm/functions used in the system. ○ Develop additional features provided by the panellist. <p>This assessment emphasises practical skills, problem-solving, and proficiency with Full Stack Development.</p>

2	Relevant qualifications and experiences	30%	The candidate shall submit a Curriculum Vitae (CV) along with academic certificates and/or transcripts; proof of work experience and completed projects; and relevant training and certificates.
3	Viva/Interview	25%	To comprehensively evaluate candidates' technical and soft skills, as well as their experience, in 20 minutes.

Note:

- **Technical Evaluation:** A candidate must achieve a minimum technical score of 80% to qualify.

7. Duration

This is a 10-month contract position or till June 30th 2025, with the possibility of extension based on performance and project needs for a year.

8. Place of work

The workplace will be at the GovTech Office Premise for the duration of the contract.

9. Payment and remunerations

1. For Bhutanese

Sl.No	Experiences	Gross Salary per month
1	8 years and above	Nu. 2,00,000
2	5 years < 8 years	Nu. 1,50,000

Including work in weekend

2. For Foreigner (Regional)

Sl.No	Experiences	Gross Salary per month
1	8 years and above	Nu. 3,00,000
2	5 years < 8 years	Nu. 2,50,000

Final Payment terms will be discussed and agreed upon during the interview process. Compensation will be competitive and will commensurate with experience.

10. Contract Termination

The contract will be terminated on the following two terms:

1. If the selected candidate or individual is found to not have the skills that have been mentioned in the CV.
2. If the selected candidate or individual fails to consistently deliver the work on time as agreed and assigned.

SECTION 4: STANDARD FORMS OF CONTRACT

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

The standard forms of contract is provided:

Annex II:

Time-Based Contract

Note: The attached form of contract shall be used.

ANNEX I: TIME-BASED CONTRACT

SAMPLE CONTRACT FOR INDIVIDUAL CONSULTANT

TIME-BASED CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Procuring Agency’s name]* (“the Procuring Agency”) having its principal place of business at *[insert Procuring Agency’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*.

WHEREAS the Procuring Agency wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS the Consultant is willing to perform these

services, NOW THEREFORE THE PARTIES hereby agree as

follows:

1. Services

- A. The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
- B. The Consultant shall provide the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Procuring Agency shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph B below and of the reimbursable expenditures defined in sub-paragraph C below.

B. Remuneration

The Procuring Agency shall pay the Consultant for Services rendered at the rate(s) per man/month spent (or per day spent or per hour spent, subject to a maximum of eight hours per day)⁵ in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”

C. Reimbursable

The Procuring Agency shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Procuring Agency's coordinator;
- (ii) such other expenses as approved in advance by the Procuring Agency's coordinator.⁸

D. Payment Conditions

Payment shall be made in [*specify currency*] not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator

The Procuring Agency designates Mr./Ms. [*insert name*] as the Procuring Agency's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Procuring Agency.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which shall clearly identify all charges and expenses. The Procuring Agency reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Agency considers unsatisfactory.

⁴ Specific expenses can be added as an item (iii) in paragraph 3.C if so desired.

- 6. Confidentiality** The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Procuring Agency's business or operations without the prior written consent of the Procuring Agency.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Agency under the Contract shall belong to and remain the property of the Procuring Agency. The Consultant may retain a copy of such documents and software.⁸
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Procuring Agency's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Bhutan and the language of the Contract shall be English.
- 12. Dispute Resolution⁹** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Bhutan.
- 13. Termination**
- 13.1. 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 13.1. 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 13.1.
- (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.

⁵ Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

⁶ In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

- (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 12 hereof.

13.2. 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 13.2:

- (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 12 hereof.

13.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 13.1 or GC 13.2, the Procuring Agency shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 3 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 13.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel.

FOR THE PROCURING AGENCY

FOR THE CONSULTANT

Signed by _____

Signed by _____

Designation: _____

Designation: _____

Witness:

Witness:

Name:

Name:

Designation:

Designation: