

# STANDARD REQUEST FOR EXPRESSION OF INTEREST

## Procurement of Individual Consultants

## TABLE OF CONTENTS

Request For Expression of Interest.....	1
Invitation For Expression of Interest.....	2
Section 1: Instructions to Consultant .....	3
Section 2: Standard Forms .....	7
Section 3: Terms of Reference .....	17
Section 4: Standard Forms of Contract.....	22
Annex I: Time-Based Contract .....	24

## REQUEST FOR EXPRESSION OF INTEREST (REOI)

Project Name: **Development of *Business Requirement Document (BRD)* for  
*Government Systems***

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

Title of Consulting Services: ***Hiring of an IT Business Analyst (Individual Consultant)***

## INVITATION FOR EXPRESSION OF INTEREST

GovTech/Pro-02/2023-24/40

Date: 16<sup>th</sup> July, 2024

### (Consulting Services- Individual consultant)

The Digital Service Transformation (DST) Division of the GovTech Agency invites eligible IT Business Analysts to express their interest in designing the Business Requirements Document (BRD) specified by the GovTech Agency. 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](http://www.tech.gov.bt)

The expression of interest shall be properly sealed in envelopes and must be delivered to the following address by no later than 1PM on 29th July, 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**

**Section 4: 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 Eol 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 REol 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.<sup>1</sup> 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 Eol** 6.1 Eol 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 Eol** 7.1 The prospective Consultant can deliver their Eol by hand, mail, courier service to the address mentioned in the REol.
- 7.2 Eol shall be properly sealed in envelopes addressed to the Procuring Agency as mentioned in the REol 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 Eol is **29<sup>th</sup> July, 2024** up to **1PM**, Eol must be submitted within this deadline. Any Eol received after the deadline for submission of Eol shall be declared late, and returned unopened to the Consultant.

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

- 7.4 Eol 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 Eol.
- 7.6 At any time prior to the deadline for submission of Eol the Procuring Agency for any reason or on its own initiative may revise the REol Document by issuing an Addendum which shall form an integral part of the Document.

**8. Evaluation of Eol**

- 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 Eol documents, including any substitutions accompanied by a properly authorized substitution notice.
- 8.3 Following the opening of the Eol, 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 Eol or Contract award may result in the rejection of the Eol.
- 8.4 After the evaluation, the highest-ranked Consultant (16 nos.) 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.

## 9. Negotiations

- 9.1 The first-ranked Consultant (16th) 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.
- 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"
- 9.3 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Consultant.
- 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.

## 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 1<sup>st</sup> 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-3 Remuneration and Reimbursable

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 3- Remuneration and Reimbursable

After negotiations, Remuneration & Reimbursable will be part of the total cost as per agreed deliverables in the contract.

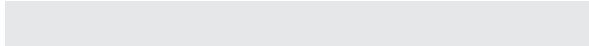
**(1) Remuneration**

Rate (per month/ per day)	Time spent (person-months)	Total
		Sub-Total (1)

**(2) Reimbursable**

Item	Unit	Qty	Rate	Total
(a) Per Diem				
(b) Travel cost				
(c) Visas, resident permits, airport taxes and incidental travel costs (at cost)				
				Sub-Total (2)

Total Cost: Sub-Total (1) + Sub-Total (2)



### Consultants' Representations Regarding Costs and Charges

I, hereby confirm that the basic salary indicated in the contract are taken from my payroll records and reflect the current salary rate **exempt taxes** and which have not been raised other than within the normal annual salary increase anticipated due to inflation, etc. If required I can provide the relevant copies of the latest contract papers upon which the rates are based.

*(Name, Signature and date)*

## 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**<sup>2</sup> and **contract administration**<sup>3</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 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.

<sup>2</sup> 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.

<sup>3</sup> Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contracting 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*) \_\_\_\_\_



Affix Legal Stamp

EMPLOYER

CID : 


CID : 

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

Witness: \_\_\_\_\_

Name:

CID : 


CID : 

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



Affix Legal Stamp

BIDDER/REPRESENTATIVE

Witness: \_\_\_\_\_

Name:

## SECTION 3: TERMS OF REFERENCE

### Terms of Reference for Hiring an IT Business Analyst

#### 1. Background

The GovTech Agency, in line with the 13<sup>th</sup> Five-Year Plan, is committed to promoting digital governance by rethinking public service delivery, revolutionizing government operations, and implementing intelligent governance practices. As part of this transformative exercise, GovTech will drive digital initiatives as a centralized Whole of Government effort, moving away from the previous siloed and decentralized ICT approach.

This initiative aims to enhance efficiency and citizen satisfaction through technology-driven solutions, reduce operational costs, and optimize processes. It will also boost data-driven decision-making, citizen engagement, and open data initiatives. Collectively, these efforts are designed to modernize governance practices, elevate service delivery standards, and empower citizens by fostering trust and confidence in digital governance.

To achieve these goals, the agency will hire 16 IT Business Analysts responsible for developing business process reengineering strategies and software requirements specifications. The procurement of individual consultants and this hiring process will adhere to Bhutan's Procurement Rules and Regulations (PRR) 2023, ensuring transparency, fairness, and competitiveness.

#### 2. Objective

The primary objective of hiring IT Business Analysts is to collaborate with various government agencies to streamline processes, enhance operational efficiency, identify requirements, and improve service delivery through digital solutions. The selected IT Business Analyst will work closely with stakeholders to understand their needs, analyze existing workflows, explore possibilities of data interoperability and integration, and propose IT solutions that align with the strategic goals of the agencies.

The selected individual must be knowledgeable of the IT systems of the agencies. He/she will have in-depth knowledge of the challenges faced by the agencies and will know the similar challenges faced by the systems in the region. The consultant will work closely with relevant officials from GovTech, stakeholders, and Government agencies.

#### 3. Overall Task:

The IT Business Analyst shall be responsible for the following tasks:

- 3.1. Requirement gathering and analysis:
  - 3.1.1. Defining project scope.
  - 3.1.2. Gather business requirements through meetings, interviews, and workshops.
  - 3.1.3. Identify data to analyze business needs and opportunities.
  - 3.1.4. Document and analyze business processes and workflows.
  - 3.1.5. Identify areas for process improvement and automation.

3.1.6. Identify gaps between current systems and agency requirements, if any.

### 3.2. Solution Design

3.2.1. Develop detailed functional and technical specifications based on the requirements.

3.2.2. Develop Test Cases.

3.2.3. Develop a prototype for the proposed solution.

3.2.4. Document and communicate changes to stakeholders.

3.2.5. Ensure requirements are clear and concise.

3.2.6. Collaborate with Digital Service Development (DSD) to design digital solutions.

### 3.3. Business Process Reengineering

3.3.1. Identify and analyze business processes, and recommend improvements to increase efficiency and effectiveness.

3.3.2. Work with stakeholders to streamline processes and reduce redundancies.

### 3.4. Compliance and Standards

3.4.1. Ensure that IT solutions comply with the relevant industry regulations and standards.

## 4. Deliverables

The IT Business Analyst is expected to deliver the following but not limited to:

4.1. Business Requirements Document (BRD): Capturing the business requirements of the project, highlighting the stakeholders' needs and the desired outcomes;

4.2. Functional Requirements Specification (FRS): Detailing the functionality required to meet the stakeholders' requirements. It includes specifications on what the system should do and also provides use cases and user stories documents;

4.3. Technical Requirements Document (TRD): Describes the technical specifications and infrastructure requirements needed to support the project;

4.4. Non-functional requirement specification (NFRs): Defines how a system should behave. These aspects include performance, security, usability, reliability, and scalability.

4.5. Process Flow Diagram: Visual representations of business processes, showing the sequence of steps and their interactions.

4.6. Gap Analysis Document: Identifying the difference between the current state and the desired future state, and the steps needed to bridge the gap.

4.7. Develop Requirement Traceability Matrix for respective BRD.

4.8. Record change request and impact analysis document.

## 5. Reporting Requirements

The IT Business Analyst (BA) shall operate under the supervision of the Chief of the Digital Service Transformation (DST) Division, GovTech Agency. He/she is responsible for providing:

- 5.1. Weekly/Daily Status Reports: Provide updates on project progress, milestones achieved, and any issues or risks; and
- 5.2. Monthly Status Reports: Summarize the project's overall status, key accomplishments, and next steps.

## 6. Qualifications, Skills, and Criteria

The IT Business Analyst should possess the following qualifications:

### 6.1. Mandatory

- 6.1.1. Bachelor’s Degree in Computer Science, Information Technology, Business Administration, Management Information Systems or a relevant field;
- 6.1.2. At least 5 years of experience as a Business Analyst in IT projects;
- 6.1.3. Good understanding of Software development life cycle (SDLC) and Agile methodologies;
- 6.1.4. Experienced in requirements gathering, documentation, and process analysis;
- 6.1.5. Proficient in both written and spoken English;
- 6.1.6. Excellent communication and interpersonal skills;
- 6.1.7. Experienced with modeling tools (such as UML, BPMN);
- 6.1.8. Test Case Development Skills;
- 6.1.9. User Stories and Use Case Development;
- 6.1.10. Prototyping skills; and
- 6.1.11. Skills to develop a Solution Architect.

### 6.2. Preferred

- 6.2.1. Strong project management and stakeholder management skills;
- 6.2.2. Relevant training and certifications; and
- 6.2.3. Design Thinking and Service Design knowledge.

### 6.3. Selection Criteria

The consultant shall be selected based on the following criteria:

SN	Area	Weightage	Remarks
1	Competency and behavioral-based interview	50%	For a comprehensive evaluation of candidates’ technical, and soft skills and experience; a candidate shall be required to do a 30-minute presentation (BRD and Prototype) on a given topic for which two hours of preparation time shall be provided
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	Level of understanding of the scope of work and methodology proposed	20%	The candidate shall submit a Technical Proposal which shall include a sample template based on one commonly availed citizen service. The candidate shall develop a BRD template and solution Prototype for the above (end-to-end).
---	--	-----	---

## 7. Length and Time Frame of the Assignment

The duration of this engagement is expected to be 6 months, starting from 1<sup>st</sup> August 2024 to 28th Feb 2025.

## 8. Any other Information(s)

### 8.1. Application Process

Candidates shall submit the Standard Request for proposal along with a CV, academic certificate/transcripts, proof of relevant work experience, certificates of training, Technical Proposal and Financial Proposal based on the format prescribed in the Standard Request for Expression of Interest, Procurement of Individual Consultants, MoF, 2019. The documents must be submitted by 1PM on July 29, 2024, of publication in a newspaper, website, national radio, TV and other mass media. For any queries or clarifications, please contact the Procurement Division at 17757906 or tcheki@tech.gov.bt.

### 8.2. Terms and Conditions

- 8.2.1. Contractual Arrangements: A consultant shall be hired under a time-based contract.
- 8.2.2. Project Duration: Each project duration shall be agreed based on the defined project scope and upon approval by the project committee. The committee shall comprise the Chief of the Division of Digital Service Transformation, a member from the Enterprise Architecture team, and a relevant official.
- 8.2.3. Confidentiality: All information and documents related to this assignment are confidential and should not be disclosed without prior authorization from the GovTech Agency.
- 8.2.4. Technical Evaluation: A consultant must achieve a minimum technical score of 80% to qualify.
- 8.2.5. Financial Evaluation: Only the financial proposals of technically qualified consultants shall be evaluated.
- 8.2.6. Engagement: The consultants shall engage with the agency until the completion of the Business Requirements Document (BRD) specified by the GovTech.
- 8.2.7. Compliance with PRR 2023: The entire procurement process and the performance of the consultant shall comply with the PRR 2023 of Bhutan.

### 8.3. Contract Termination

The contract shall be terminated on the following two terms:

8.3.1. Delay of more than 10 days from the agreed timeline; or

8.3.2. Quality of BRD (Should be approved by Architecture and Project Review Group)

If the contract is terminated, the consultant shall be blacklisted for three years, and a penalty of 0.1% per day for each day of delay in the delivery of the BRD shall be charged as per the PRR 2023.

## SECTION 4: STANDARD FORMS OF CONTRACT

*[Text in brackets provides guidance to the Procuring Agency for the preparation of the REol; it should not appear on the final REol 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)<sup>5</sup> in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

<sup>4</sup> Select the applicable rate and delete the others.

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.<sup>8</sup>

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.

<sup>8</sup> 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.<sup>8</sup>
- 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 Resolution<sup>9</sup>** 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.

<sup>6</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

<sup>7</sup> 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: