

STANDARD REQUEST FOR PROPOSALS

Procurement of Consulting Services



Royal Government of Bhutan

Ministry of Finance

April 2009

(Revised July 2015)

Preface

This Standard Request for Proposals (SRFP) is based on the 2009 Procurement Rules and Regulations of the Royal Government of Bhutan. The SRFP must be used in the Procurement of Consulting Services, and can be used with different selection methods, i.e., quality- and cost-based selection (QCBS), quality-based selection (QBS), selection under a fixed budget (FBS), least-cost selection (LCS), selection based on Consultants' qualifications (CQS), and single-source selection (SSS). This document will be effective from 1st April, 2009.

To obtain further information on procurement you may contact:

Public Procurement Policy Division
Ministry of Finance
Royal Government of Bhutan

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REQUEST FOR PROPOSALS
RFP # [insert: RFP number]

Project Name: Wireless hotspot and Suung-joen App

Procuring Agency: Department of Information Technology and Telecom

Title of Consulting Services:

Package 1:

Building and commissioning of wireless hotspot

Package 2:

Development and commissioning of Suung-joen App

Section 1: Letter of Invitation

DITT/GovNet(05)/2018-19/ 2057

15 April, 2019

To

Dear Mr/Ms [Insert name, if known]

The **Department of Information Technology and Telecom** invites proposals to provide the following consulting services: **Building/development and commissioning of wireless hotspot and Suung Joen App**. More details on the services are provided in the Terms of Reference.

This Request for Proposal (RFP) has been addressed to all eligible **ICT industries and service providers**.

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

A Consultant will be selected under **QCBS** 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 **13th May 2019, at 2:00 pm** and the Technical Proposals will be opened on **2:30 pm on 13th May 2019**.

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 - Standard Forms of Contract

Please inform us in writing at the following address:

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

Address for responses:

Director, DITT, MoIC, Post Box No. 482, Thori Lam, Thimphu

Yours sincerely,


Jigme Tenzing
DIRECTOR

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 shortlisted 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/organisation (the Consultant) from those listed in the Letter of Invitation¹ in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted 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 provide in timely fashion and at no cost to the Consultant the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2 Conflict of Interest

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

a) Conflicting Activities:

A firm that has been engaged by the Procuring Agency to provide goods, works or services other than Consulting Services for a project, and any of its affiliates, shall be disqualified from providing Consulting Services related to those goods, works or services. A firm hired to provide Consulting Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the firm's Consulting

¹ Only if Expression of Interest has taken place.

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:

(aa) A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that has a business relationship with 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.

(bb) 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 subparagraph, a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children.

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

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

(a) they are not current employees of the Procuring Agency, and

(b) they are on leave without pay from their official position, and

- (c) they are allowed to work full-time outside of their previous official position.

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

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

3 Unfair Advantage

3.1 If a Consultant could derive a competitive advantage from having provided Consulting Services related to the assignment in question, the Procuring Agency shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

4 Fraud and Corruption

4.1 It is RGoB policy to require that Consultants, their Sub-Consultants and the Personnel of them both observe the highest standards of ethics during the procurement and execution of contracts.² 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"³ means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value⁴ to influence improperly the actions of another party;
- (ii) "fraudulent practice"⁵ 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"⁶ 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"⁷ 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;

² 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.

³ "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.

⁴ "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.

⁵ 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.

⁶ "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.

⁷ 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 organisation 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-10 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**
- 6.2 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**
- 7.2 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 Sub-Consultants**
- 8.2 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 Exclusion of Consultant or Sub-Consultants**
- 9.2 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.

10 Contents, Clarification and Amendment of the RFP Document

10.2 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 - Standard Forms of Contract

10.3 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 10.4 below;

10.4 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.

10.4 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.

11 Preparation of Proposals

11.2 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.

11.3 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.

11.4 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 vita (CV) may be submitted for each position.

12 Language 12.2 Documents to be issued by the Consultant as part of this assignment must be in the language specified in the Data Sheet.

13 Technical Proposal Format and Content 13.1 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (i) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only, a brief description of the Consultant's organization and an outline of the recent experience of the Consultant on assignments of a similar nature is required in Form TECH-2 of Section 3. In the case of a joint venture/consortium/association, this information should be provided for each partner. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff who participated, the duration of the assignment, the Contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Procuring Agency as a corporation or as one of the major firms within a joint venture/consortium/association. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Procuring Agency .

(ii) For the STP, the above information is not required and Form TECH-2 of Section 3 shall not be used.

(b) (i) For the FTP only, comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Procuring Agency (Form TECH-3 of Section 3).

(ii) For the STP, Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following subparagraph 12.1 (c) (ii)).

(c) (i) For the FTP and STP, a description of the approach, methodology and work plan for performing the assignment and covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which shall also be provided and which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only, the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, comments and suggestions, if any, on the Terms of Reference, counterpart staff and facilities.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3). CVs shall be supported by at least two references from past client.

(g) For the FTP only, a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

(h) Any drawings and/or specifications that form part of the Technical Proposal (FORM TECH-9 of Section 3).

(i) Duly executed Integrity Pact Statement (FORM TECH-10 of Section 3).

13.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

14.2 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultant's home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if also

appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; 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.

14.3 In case of Foreign Consultants (as individual or as a firm), the consultant may express the price of their services in a maximum of three freely convertible foreign currencies, singly or in combination. The Procuring Agency may require Consultants to state the portion of their price representing local costs in Ngultrum (BTN) if so indicated in the Data Sheet.

14.4 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

15 Taxes

15.2 The Consultant may be subject to local taxes (such as value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies, etc) on amounts payable by the Procuring Agency under the Contract. The Procuring Agency will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

16 Sealing & Submission of Proposals

16.1 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.

16.2 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".

16.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in paragraph 16.8 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.

16.4 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 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.

16.5 All inner envelopes shall:

- (a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant; and
- (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 16.8 hereunder.

16.6 All inner and outer envelopes shall be sealed with adhesive or other sealant which will prevent re-opening.

16.7 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 10.4. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened.

17 Withdrawal and Substitution of Proposals

17.1 A Consultant may withdraw or substitute its Proposal after it has been submitted by sending a written notice in accordance with paragraph 16, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with paragraph 16.2. Any substitution of a Proposal must accompany the respective written substitution notice. All notices must be:

- (a) submitted in accordance with paragraph 16 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 16.7.

17.2 Proposals requested to be withdrawn in accordance with paragraph 17.1 shall be returned unopened to the Consultants.

17.3 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.

18 Opening of Proposals

18.2 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.

18.3 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.

- 19 Evaluation to be Confidential**
- 19.2 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.
- 19.3 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.
- 19.4 The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.
- 19.5 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 20 Evaluation of Technical Proposals**
- 20.1 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.
- 20.2 Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant shall be invited to negotiate its proposal and the Contract in accordance with the instructions given under paragraphs 23 to 26 of these Instructions.
- 21 Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)**
- 21.2 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.
- 21.3 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.

21.3 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 21.2 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.

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.

21.4 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 14.1, 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.

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

21.5 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.

21.6 In the case of Fixed-Budget Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of Least-Cost Selection, the Procuring Agency will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to paragraph 21.5 shall be considered, and the selected firm invited for negotiations.

22 Negotiations

22.1 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.

23 Technical Negotiations

23.1 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.

24 Financial Negotiations

24.1 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.

24.2 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.

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

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

25 Availability of Professional Staff/Experts

25.1 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.

26 Conclusion of the Negotiations

26.1 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.

27 Procuring Agency's Right to Accept Any Proposal and to Reject Any or All Proposals
28 Letter of Intent to Award/Award of Contract

27.1 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.

28.1 The Procuring Agency shall notify the concerned Consultant whose proposal has been selected in writing (in 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.

28.2 If no consultants submits an application pursuant to ITB 30 within a period of ten(10) days of the notice provided under ITB 28.1, 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.

28.3 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 Financial Proposal total price it offered; and
- (c) the date of the award decision.

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

28.5 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.

28.6 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 the 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 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 17.3 shall apply.

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

29 Confidentiality

29.1 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 antifraud and corruption policy.

30.Complaintand Review

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

30.2 The consultant may appeal to the Independent Review Body only if the Employer has not delivered the decision within the specified time, or the complainant is not satisfied with the decision of the Employer.

Instructions to Consultants

DATA SHEET

ITC Paragraph Reference	Details
1.1	Name of the Procuring Agency : <u>Department of Information Technology and Telecom, MoIC</u> Method of selection: <u>QCBS</u>
1.2	Financial Proposals (one for each package) to be submitted together with respective Technical Proposals: Yes <input checked="" type="checkbox"/> No _____ The name of the assignments are: Package 1: Wireless hotspot and Package 2: Suung-joen App The scope of the assignment and expected time of its completion are: Package 1: Building and commissioning of wireless hotspot Package 2: Development of Suung-joen App
1.3	A pre-proposal conference will be held: Yes <input checked="" type="checkbox"/> No _ [If yes, indicate date, time, and venue] 03 May, 2019, DITT Conference Hall, DITT. The Procuring Agency 's representative is: <u>Karma Tenzin and Tshewang Chojay</u> Address: <u>DITT, MoIC, Post Box No. 482, Thimphu, Bhutan</u> Telephone: <u>338295/323215-320</u> Facsimile: <u>328440</u> E-mail: <u>ktenzin@dit.gov.bt, tchojay@dit.gov.bt</u>
1.4	The Procuring Agency will provide the following inputs and facilities: _____ _____
2.1 (a)	The Procuring Agency envisages the need for continuity for downstream work: Yes
4.1 (e)	The bidders shall submit a signed Integrity Pact: <i>YES</i>
7.1	Proposals must remain valid <i>90 days</i> after the submission date. _____
10.2	Clarifications may be requested no later than 7 calendar days before the submission date. The address for requesting clarifications is: Mr. Karma Tenzin (Wireless hotspot) and, Mr. Tshewang Chojay (Suung-joen App). _____ Facsimile: _____ E-mail: <u>ktenzin@dit.gov.bt</u> <u>tchojay@dit.gov.bt</u> _____

10.3	A pre-proposal meeting will be conducted. If conducted, it will take place at 2.30 PM on May 03, 2019, DITT Conference Hall, DITT.
11.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: No
11.3 (b)	The estimated number of professional staff-months required for the assignment is: as per the TOR requirements. _____
12.1	Proposals shall be submitted in the following language: ENGLISH
13.1	The format of the Technical Proposal to be submitted is: FTP
13.1 (g)	Training is a specific component of this assignment: Yes, please refer TOR for more information. _____
14.1	<p>NOT APPLICABLE <i>[List the applicable Reimbursable expenses in foreign and in local currency. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added. If the Procuring Agency wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this SC 3.6]</i></p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable outside Bhutan, for the purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing.
14.2	Consultant to state local cost in Ngultrum: Yes
15.1	<p>Amounts payable by the Procuring Agency to the Consultant under the Contract to be subject to local taxation: Yes</p> <p>The Consultant will pay local taxes without reimbursement by the Client.</p>
16.3	The Consultant must submit the original, 1 copy, and a soft copy of the Technical Proposal, and the original of the Financial Proposal.

	Single sealed envelope containing two separate sealed envelope of technical proposal and financial proposal.																																
16.4	<p>The bidder may:</p> <ol style="list-style-type: none"> 1) Submit proposals for both the packages or 2) Submit proposal for one package <p>As per clause 16.3. However, the evaluation and award of work shall be package wise.</p>																																
16.8	<p>The Proposal submission address is:</p> <hr/> <p><u>DIRECTOR,</u> <u>Department of Information Technology & Telecom,</u> <u>MoIC, Post Box No. 482, Chubachu, Thimphu</u></p> <p>Proposals must be submitted no later than the following date and time: 21st May 2019, at 2:00 pm</p>																																
20.1	<p>Criteria, sub-criteria and the points system for the evaluation of Technical Proposals for</p> <p>(A) PACKAGE 1-Wireless Hotspot: As per the TOR bid evaluation criteria (clause 10). However, bidder must submit Nu. 20,000 (twenty thousand only) as a bid security in the form of bank guarantee/warranty with validity of 3 (three) months in favour of Director, DITT. Bid security shall be included in the technical proposal. A successful bidder shall furnish 10% of the total bid price of this package as performance security and penalty of 0.1% per day will be imposed for the delay of completion of this package.</p> <p>(B) Evaluation criteria for PACKAGE 2-Sunng-joen App are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant relevant to the assignment: [Normally, sub-criteria are not provided]</td> <td style="text-align: right; vertical-align: bottom;">[5]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (ii):</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Project Manager (1)</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td style="padding-left: 20px;">b) Business Analyst/System Analyst (2)</td> <td style="text-align: right;">[7]</td> </tr> <tr> <td style="padding-left: 20px;">c) Developer (5)</td> <td style="text-align: right;">[12]</td> </tr> <tr> <td style="padding-left: 20px;">d) DB Administrator (2)</td> <td style="text-align: right;">[7]</td> </tr> <tr> <td style="padding-left: 20px;">e) Tester (2)</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td style="padding-left: 20px;">f) DevOps System Engineer (3)</td> <td style="text-align: right;">[12]</td> </tr> <tr> <td style="padding-left: 20px;">g) Security Expert (1)</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="padding-left: 20px;">h) Network Engineer (1)</td> <td style="text-align: right;">[5]</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultant relevant to the assignment: [Normally, sub-criteria are not provided]	[5]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[15]	b) Work plan	[5]	c) Organization and staffing	[5]	Total points for criterion (ii):	[25]	(iii) Key professional staff qualifications and competence for the assignment:		a) Project Manager (1)	[6]	b) Business Analyst/System Analyst (2)	[7]	c) Developer (5)	[12]	d) DB Administrator (2)	[7]	e) Tester (2)	[6]	f) DevOps System Engineer (3)	[12]	g) Security Expert (1)	[5]	h) Network Engineer (1)	[5]
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	<p style="text-align: right;">Total points for criterion (iii): [60]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">[60]</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </table> <p>(iv) Suitability of the transfer of knowledge (training) program: [10]</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">a) Relevance of training program</td> <td style="text-align: right;">[3]</td> </tr> <tr> <td>b) Training approach and methodology</td> <td style="text-align: right;">[4]</td> </tr> <tr> <td>c) Qualifications of experts and trainers</td> <td style="text-align: right;">[3]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iv):</td> <td style="text-align: right;">[10]</td> </tr> </table> <p>(v) Participation by nationals among proposed key staff [5]</p> <p style="text-align: right;">Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: 70 Points</p>	1) General qualifications	[30]	2) Adequacy for the assignment	[60]	3) Experience in region and language	[10]	Total weight:	100%	a) Relevance of training program	[3]	b) Training approach and methodology	[4]	c) Qualifications of experts and trainers	[3]	Total points for criterion (iv):	[10]
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21.4	<p>The single currency for price conversions is Bhutanese Ngultrum (BTN).</p> <p>The source of official selling rates is the Royal Monetary Authority of Bhutan.</p> <p>The date of exchange rates is: NOT APPLICABLE.</p>																
21.6	<p>a) The formula for determining the financial scores of PACKAGE 1 is the following: As per TOR.</p> <p>b) The formula for determining the financial scores of PACKAGE 2 is the following:</p> <p>$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p><i>[or insert another inversely proportional formula]</i></p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>T = 0.8</p> <p>F = 0.2</p>																
22.1	<p>Expected date and address for contract negotiations: 2 weeks after the date of Financial Opening.</p> <hr/>																
27.1	<p>The Department reserves the right to terminate the project/contract at anytime</p>																
28.6	<p>Expected date for commencement of consulting services:</p>																

31 July 2019

at: Thimphu, Bhutan.

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference paragraph 13.1 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 13.1 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A. Consultant's Organization
 - 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 Procuring Agency
 - A. On the Terms of Reference
 - B. On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule
- TECH-9 Drawings/Specifications (if applicable)
- TECH-10 Integrity Pact Statement

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Procuring Agency]

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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope⁸.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]⁹

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. In this regard you may contact any of our previous Employers or the previous Employers of any of our sub-consultants or any of the employees thereof for further information.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in ITC Reference 7.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in ITC Reference 28.6 of the Data Sheet and to comply with all the provisions of the Contract.

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: _____

Name of Firm: _____

Address: _____

⁸ [In case paragraph Reference 13.1 of the Data Sheet requires submission of a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

⁹ [Delete in case no association is foreseen.]

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages maximum, listing in the order of most recent first.]

Assignment name:	Approx. value of the contract (in BTN):
Procuring Agency :	Duration of assignment (months):
Address:	Total number of staff months of the assignment:
	Approximate value of the services provided by your firm under the contract (BTN):
Start date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Completion date (month/year):	
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**FORM TECH-3 COMMENTS OR SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Procuring Agency according to paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4 DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(For small or very simple assignments the Procuring Agency should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (40 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

a) Technical Approach and Methodology. *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) Work Plan. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and 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. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

c) Organization and Staffing. *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

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

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

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

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format herebelow): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

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

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

Name of assignment or project: _____

Year: _____

Location: _____

	Procuring Agency or Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	---

13. Certification:

I, the undersigned, certify 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: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1		[Home]															
		[Field]															
2																	
N																	
													Subtotal				
Local																	
1		[Home]															
		[Field]															
2																	
N																	
													Subtotal				
													Total				

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

FORM TECH-8 WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Procuring Agency approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9 DRAWINGS/SPECIFICATIONS (IF APPLICABLE)

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

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 both the parties at the time of purchase of bidding documents and submitted along with the tender document. 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**⁸ and **contract administration**⁹, 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.
- 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

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their 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 under paragraph 14 of Section 2. Such Forms are to be used whichever is the selection method indicated in the fourth paragraph of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is only to be used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or the Single-Source Selection method is adopted, according to the indications provided under paragraph 24 of Section 2.]

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Costs by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Breakdown of Reimbursable Expenses
Appendix:	Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Procuring Agency]*

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 figures¹¹]*. This amount is exclusive of local taxes, which shall be identified during negotiations and added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in paragraph Reference 7.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below¹²:

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

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: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs			
	[Indicate Foreign Currency # 1] ¹³	[Indicate Foreign Currency # 2] ¹⁴	[Indicate Foreign Currency # 3] ¹⁵	<i>Ngultrum</i>
Total Costs of Financial Proposal ¹⁶				

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase)¹⁷ <hr/> <hr/>	Description¹⁸ <hr/> <hr/>			
Cost Component	Costs			
	<i>[Indicate Foreign Currency # 1]¹⁹</i>	<i>[Indicate Foreign Currency # 2]²⁰</i>	<i>[Indicate Foreign Currency # 3]²¹</i>	<i>[Indicate Local Currency]</i>
Remuneration				
Reimbursable Expenses				
Subtotals				

1 FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____							
Name²	Position²⁴	Staff-month Rate²⁵	Input²⁶ (Staff-months)	<i>[Indicate Foreign Currency # 1]²⁷</i>	<i>[Indicate Foreign Currency # 2]²⁸</i>	<i>[Indicate Foreign Currency # 3]²⁹</i>	<i>[Indicate Local Currency]</i>
Foreign Staff							
		<i>[Home]</i>					
		<i>[Field]</i>					
Local Staff							
		<i>[Home]</i>					
		<i>[Field]</i>					
Total Costs							

2 FORM FIN-4 BREAKDOWN of Remuneration

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Agency)

Name ³²	Position ³³	Staff-month Rate ³⁴
Foreign Staff		
		<i>[Home]</i>
		<i>[Field]</i>
Local Staff		
		<i>[Home]</i>
		<i>[Field]</i>

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES¹

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____								
N°	Description ³⁵	Unit	Unit Cost ³⁶	Quantity	[Indicate Foreign Currency # 1] ³⁷	[Indicate Foreign Currency # 2] ³⁸	[Indicate Foreign Currency # 3] ³⁸	[Indicate Local Currency]
	Per diem allowances	Day						
	International flights ³⁹	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the Procuring Agency's personnel ⁶							
Total Costs								

³⁵ Form FIN-5 should be filled in for each of the Forms FIN-3 provided, if needed.

³⁶ Delete items that are not applicable or add other items according to paragraph Reference 14.1 of the Data Sheet.

³⁷ Indicate unit cost and currency.

³⁸ Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. $\text{Cost} = \text{Unit Cost} \times \text{Quantity}$.

³⁸ Indicate route of each flight, and if the trip is one- or two-way.

³⁹ Only if the training is a major component of the assignment, defined as such in the TOR.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Agency)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Procuring Agency 's personnel ⁴		

- 1 Delete items that are not applicable or add other items according to paragraph Reference 14.1 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-way.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Appendix

Financial Negotiations - Breakdown of Remuneration Rates (Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee (ie profit), and any premium or allowance paid for assignments away from headquarters. To assist the Consultant in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated Contract.
- 1.2 The Procuring Agency is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Procuring Agency is, therefore, concerned with the reasonableness of the Consultant's Financial Proposal, and during negotiations it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements up to the last three years, to substantiate its rates, and to accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or Royal Government of Bhutan regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Procuring Agency does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the Consultant's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^{40} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Procuring Agency is not charged for the leave taken.

(v)

Overheads

Overhead expenses are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Agency does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi)

Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the Contract.

(vii) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii)

Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents; the subsistence rate shall be the same for married and single team members.

UNDP standard rates for Bhutan may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the Consultant regular payments in local and foreign currency, as long as the Services proceed as planned.

Sample Form

Consulting Firm:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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]

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day /Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from HQ Allowance	Proposed Fixed Rate per Working Month/Day /Hour	Proposed Fixed Rate per Working Month/Day /Hour ¹
Home Office									
Field									

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

Section 5: Terms of Reference (TOR)

5.1 PACKAGE 1: Wireless Hotspot

1. Introduction

The Government in its effort to harness the benefits of ICT and e-Governance, and transform the functioning of government and public service delivery has taken up number of initiatives. Among many such initiatives, free wireless services to the citizens is one notable initiative that has the potential to bridge the services accessibility gaps in the rural areas of our country.

The free wireless hotspot initiative is the step taken to provide ubiquitous network providing access especially in the un-served or underserved rural communities and urban centers. This service will provide connectivity alternative to marginalized users who cannot afford subscribing to existing mobile broadband networks- 3G and 4G. Furthermore, users will have access to all government to citizens services and locally hosted services, and enable free communications service among the citizens within the wireless services established by the government at free of cost through Intranet connectivity.

The presence of free wireless hotspots in the community is envisaged to drive adoption of Information Communication and Technology and digital transformation in the country. Some of the major benefits of free wireless hotspots are narrowing the digital divide by extending the last mile connectivity, provides better mobility, ease of development and alternate communication medium for backhaul connectivity.

2. Wireless Hotspot Objectives

Through the wireless hotspot project, the department intends to achieve the following:

1. Build Wi-Fi hotspots or similar technologies that will only provide intranet connectivity. Wherever possible or necessary, the hotspots will be dovetailed to GovNET point of presence in Dzongkhag, Drungkhags, Thromdes and Gewogs.
2. The wireless hotspots should be open to the general public with the appropriate authentication and validation mechanisms in place which doesn't compromise the GovNET security.
3. Users should be able to access the wireless hotspots through personal computers, smartphones or tablets.

3.Scope of Work:

The free wireless hotspots project is a turnkey project and it will be built in 205 Gewogs and 100 urban centers with access to government to citizen services, locally hosted services and internal communication through intranet.

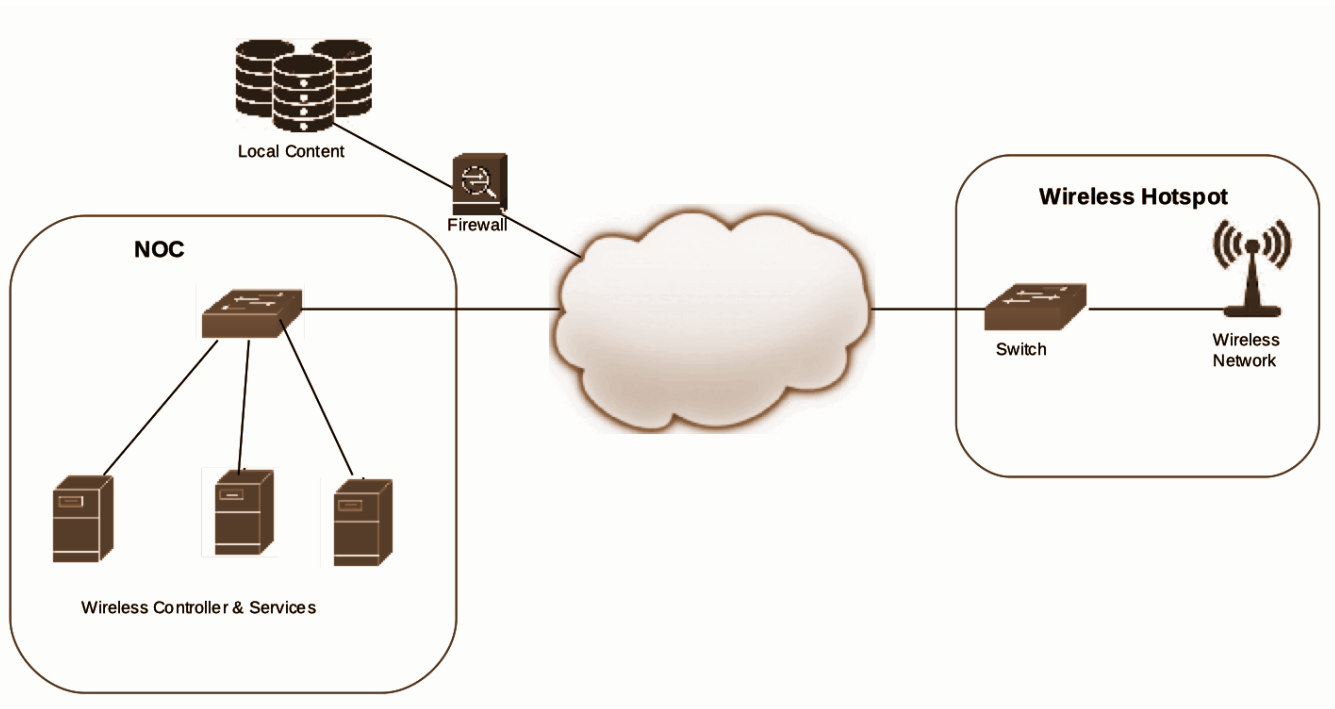


Figure 1: Conceptual deployment model

4. Deliverables

Following are key deliverables of the project:

1. The solution should include captive portal redirection for self-registration and validation through one-time-password (OTP) via short message services(SMS) and citizenship identity number. The captive portal must have mobile and laptop interface.
2. The wireless hotspots shall have a minimum of 1000 meters radial coverage in rural places and that of 250 meters in urban places.
3. Each wireless hotspot deployed in urban area must cater to minimum concurrent users of 1000 and hotspot in rural deployment should support 500 users.
4. The wireless hotspots must be centrally controlled and managed by the wireless controller.
5. The server proposed must be fully virtualized using free licence and must be designed on high availability and scalability.
6. Network traffic generated from hotspots must be easily distinguishable and reroutable.
7. The hotspots must be safeguarded from lightning and thunderstorm, with power redundancy adequate for wireless hotspot.
8. The contractor should provide online and on-site support within the warranty period.

9. The contractor shall also be required to provide necessary information and support to the DITT and/or any of its authorized representatives to carry out forensic analysis.
10. Bidder proposing End-of-sale and End-of-Support product shall be considered non-responsive

5. Project schedule

The maximum duration for the execution of the project is 12 months from the date of work order.

6. Technical Specifications

6.1. User Authentication

For the purpose of user authentication, the system must comply with the following specifications and requirements:

1. Upon connecting to Wi-Fi network users should be redirected to a captive portal login page for self-registration.
2. On this login page, the user should be able to register with CID/passport number and mobile numbers.
3. The proposed system should have validation of CID/passport number.
4. The proposed system should implement authentication, authorization, and accounting (AAA).
5. OTP code should be sent to the registered mobile number entered by the user through SMS.
6. Successfully authenticated users shall be able to access the network for the preset time duration.
7. The system must allow users to view and accept the acceptable use policy before accessing the intranet.
8. The system must be able to group devices and display by operating system and/or device type.
9. System must register MAC address of the users.
10. System should maintain logs and be able to generate reports.

6.2. Wireless Access Point (AP)

Wireless AP must comply with the following key requirements:

1. The AP proposed for Wi-Fi must have dual radio channels operating in 2.4 GHz and 5 GHz ISM band and other technology proposed must support acceptable international standards.
2. The AP should support & function in centralized architecture.
3. The radio channels for wireless network deployed in a locality should avoid interference.

4. The AP should be able to withstand the temperature from -40° C to +55° C with 10-90% humidity non condensing.
5. The AP should be able to support Power over Ethernet (including PoE adaptor).
6. Coverage of as mentioned above and 360 degree from each site.
7. Every wireless hotspot should be practically useable in the mentioned coverage range.
8. All physical infrastructure/accessories necessary including towers, wires etc must be proposed.
9. The uplink from GovNET's PoP to the wireless hotspots should be protected from weather.

6.3 Wireless Controller

The proposed solution should provide minimum features such as

<ol style="list-style-type: none"> 1. Controller port mirroring 2. Controller link aggregation (LAG) 3. DHCP proxy 4. Load balancing 5. Roaming support 6. Integrated security solutions 7. IDS and IPS support 	<ol style="list-style-type: none"> 8. Internal DHCP server support 9. MAC filtering 10. Dynamic transmit power control 11. Dynamic channel assignment 12. Coverage hole detection and correction 13. Rogue AP detection and rogue device management
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6.4. Access Point Security

The AP should support the following security standards or equivalent internationally acceptable standards

1. The AP should support all the Security standards such as Open Authentication, Shared Key Authentication, EAP Authentication to the Network [desirable] & MAC address authentication to the network.
2. All AP/Clients on the Network should support 802.11i, Wi-Fi Protected Access 2 (WPA2), WPA, 802.1X and Advanced Encryption Standards (AES), Temporal Key Integrity Protocol (TKIP) authentication mechanism for use on the network.
3. All AP devices should be able to support leverage WPA which uses TKIP for data protection & 802.1x for authenticated key management.
4. Extensible Authentication Protocol-Transport Layer Security (EAP-TLS)
5. EAP-Tunneled TLS (TTLS) or Microsoft Challenge Handshake Authentication Protocol Version 2 (MSCHAPv2)
6. Protected EAP (PEAP) v0 or EAP-MSCHAPv2
7. Extensible Authentication Protocol-Flexible Authentication via Secure Tunneling (EAP-FAST)

8. PEAPv1 or EAP-Generic Token Card (GTC)
9. EAP-Subscriber Identity Module (SIM)
10. The device should support various operating systems and allows ease of integration for security management.
11. The device should support the following operating system:
 - a. Windows 7 and newer version(s)
 - b. Mac OS 10 or higher
 - c. Linux
 - d. Android and Apple IOS
12. AP must support a distributed encryption/decryption model
13. AP must support Hardware based DTLS encryption on CAPWAP standard
14. Must support management frame protection
15. Should support locally significant certificates on the APs using a PKI infrastructure.
16. Bidder should propose a security solution for the proposed network and systems but not limited to integration of a RADIUS and captive portal server, and AP
17. All AP should support local Radius Authentication on the AP, acting as a backup server service for any failure on the central RADIUS site due to WAN links or radius server failure. This mode allows the local network to be operational increasing fault tolerance on the network.
18. The AP should also support unauthorized access to the AP using username / password assigning various privilege levels locally, or the AP should also support access through RADIUS server authenticating the user for AP access if required.
19. All access passwords on the AP should be stored in the encrypted format if required & should be supported by all AP.
20. All AP on the network should support NTP for proper synch of their systems clocks on the network helping us during debugging of a problem / issues.

7. Operation and Maintenance(O&M)

The scope of O&M includes but not limited to:

1. Contractor shall maintain the wireless hotspots and systems (Authentication, DNS, NMS and others).
2. The contractor shall meet SLA of 99.9 % uptime and detailed service level agreement(SLA) will be signed after the implementation of the project.
3. The O&M contract shall be signed annually and renewed based on performance.

8. Payment Terms

The payment shall be made as per SCC clause 6.4

9. Proof of Concept(PoC)

1. Technically qualified bidder (securing 30% in technical evaluation) shall be asked to conduct proof of concept to showcase the proposed solution in an urban and rural settings.

2. Maximum time to conduct PoC shall be limited to 21 days from the date of notification at no cost to the client.
3. Failing to conduct PoC shall be considered as non responsive.

10. Bid evaluation criteria

SI	Evaluation Criteria	Weightage (%)	Remarks
1	Technical Evaluation	30	
a	Previous experience of last 5 years in similar projects such as Gewog/CC Network, Dzongkhag or any other enterprise network projects.		
b	Firm's turnover should be minimum Nu. 50 Million annually		
c	Project team should be comprised of local experts: 1 project manager with 5 years experience, 2 certified network engineers minimum CCNA or equivalent certification, 2 certified system engineer in RHCSA or equivalent certification.		
2	Financial evaluation	70	

11. Bill of Quantity(BoQ)

The bidder should propose detail BoQ/BoM in the following template for the project:

SI No	Particular	Unit	Make & Model	Unit Rate(Nu)	Quantity

Note:

Cost should be inclusive of built, operate and transfer.

PACKAGE 2. *Suung-joen* App

1. BACKGROUND INFORMATION

The government pledged to create infrastructures to ensure free access to information within the country and to reduce the digital divide. To achieve this, few plans-of-actions were highlighted including free-wifi project and *Suung-joen* app. Given that most of the smartphone users, including rural users, are leveraging popular instant messaging mobile applications for daily communications with friends and family; the government desires to provide our own mobile application which is housed in-country.

This is a two components project where the successful software development vendor will:

- a) ***Develop the mobile application with backend dashboard/portal***
- b) ***Operationalise and maintain the mobile application***

2. OBJECTIVE

The project is targeted to create a platform for everyone to communicate and stay connected freely within the country. A parallel initiative, free-wifi project, will target to provide free connectivity required by this mobile application. The ultimate goal of this project is to bring the communities closer than before.

3. TECHNICAL TERMS AND CONDITIONS

a. Software User Requirements

The development of the *Suung-joen* app includes two major development activities and one operational activity.

A1. The development activity includes:

- i. Mobile app development and integration
- ii. Portal development for the administration of the entire chat ecosystem.

The broad user requirements/functions of the Mobile App are listed and not limited to:

1. Registration functions with profile management
2. Functions to communicate over text, voice and video
3. Functions to share multimedia files (text, voice, video)

The requirements/functions of portal is not limited to:

1. Account management and auditing
2. System logs and real time performance monitoring
3. Emergency message broadcast
4. Overall app usage reporting

A2. The operational activity includes:

1. Infrastructure & hosting
2. Managing necessary technical requirements for operation of the App.
3. Licensing requirements including softwares for development, license for hardware/infrastructure, license for operation and other licensing requirements to fully operate the *Suung-joen* app.

The successful bidder must conduct a comprehensive assessment of the software user requirements and submit a detailed software requirement specification (SRS) and functional specifications (FS).

b. System Architecture

The architecture of the application should be based on **microservices** where the services can be integrated very easily. The components of the *microservices* must be well defined so that modules can be reused where and when required. The vendor must identify some of these modules and describe it in the technical proposal. With the **microservice-based architecture (MSA)**, it is expected that these services can be independently developed/deployed/run in a lightweight containerized environments, **preferably using DOCKER containers orchestrated using Docker Swarm/Kubernetes.**

It is expected that vendors would add more value to the solution by incorporating suggestions and recommendations, which will address Performance, High Availability, Security, Scalability, and Manageability.

c. Audit Trails and Time Series Data

The audit trail feature would be available in the proposed application, which will inform when and who has created or modified the data. The system should also be able to capture and preserve time series data so that certain information is not lost with the passage of time and repeated updating.

d. Legacy data Migration/Correction & upgrading of database

This assignment is a new development, there is no requirement of migration of database. However, integration of various databases may be required as the application itself would require to have many databases to cater to its requirements.

e. Platform and Technology

- i. The proposed application is a cloud-native application where the hosting of applications, gateways, databases and platforms should be in the cloud/data centers with maximum reliability.
- ii. Infrastructure optimization using containerised environment should be done to make the best use of available resources. The proposed application must run on popular mobile OS (iOS and Android). Developing Desktop application/web-based application is optional. The portal for managing the application must be a web-based system. The application should have a customization feature to allow access from outside/within the country and to the specific IP address/device.

- iii. Data from the application is required for the purpose of consolidation as well as for various reporting options.
- iv. The proposed application will be implemented in cell-based/microservices-based architecture. This gives flexibility to choose various programming languages for different services, if required. However, one programming language/framework of vendor's choice should be adopted for a single microservice.
- v. The front-end should make use of popular UI/UX frameworks such as Twitter Bootstrap/Semantic-UI/Foundation/Materialize/Material-UI or other UI frameworks. The necessary inputs and the possible outputs that could be generated from the system should strictly conform to what has been finalized in the SRS document and subsequently the prototype. **The aesthetic of the app and the portal should have a uniform thematic design.**
- vi. The reporting will have to be done graphically as well as in text/tabular form. The report generation in the proposed application would have two categories, the standard reports and ad-hoc reports. The standard reports will be designed and uploaded during the implementation. In every report there must be facility to generate the report as MS Excel Sheet, or as HTML format.

In case the vendor chooses to propose any third-party tool(s) for the solution for tuning performance, adding security features, or rapid application development, or any specific add-in software package required for analysis and processing data, full justifications must be provided in the proposal.

f. Cost of Licenses

The cost of **all licenses** will be borne by the software development vendor including licenses required by the proposed application software during the development, hosting and production (including but not limited to the cost of IDE, databases, server OS, virtualization, orchestration, storage, network equipment, SMS gateway, integration and other software/hardware/platform/technology)

The software development vendor should provide the necessary indemnity to *DITT, MoIC* that it possesses bona fide licences for the same.

g. Security Features

The application should provide the highest degree of security in the architecture. The vendor must suggest a suitable security components required in the application. In case of any failure, vendor shall be liable for penalty and damages caused by the security flaws. The following are, but not limited to, some of the security issues which must be addressed in the proposal.

- i. The application would ensure that the users follow the highest standards/procedures for login.
- ii. The access to the database should be based on the user privileges.
- iii. A proper audit trail must be built within the proposed system.
- iv. Handle password credentials securely on the device.
- v. Ensure data is protected both at rest and while in transit by implementing end-to-end encryption.

- vi. Implement user authentication, authorization and session management correctly. **Two factor authentication (TFA)** needs to be implemented during registration.
- vii. Maintain security of backend APIs (services) and the platform (server).
- viii. Secure data integration with third party services and applications
 - ix. Devise means to obtain user consent for the collection and use of their data.
 - x. Ensure logging is done appropriately and protected from unauthorised access.
 - xi. Ensure secure distribution/provisioning of the application.
 - xii. Enforce the **principle of least privilege**
 - xiii. Obfuscate source code to deter reverse engineering of software and prevent code tampering and modification
 - xiv. Employ anti-tamper and tamper-detection techniques

h. Hardware Requirements

Under the technical proposal, the vendor is required to present the complete physical architecture of the computing environment that is in conformity with the hardware/software requirements to meet the proposed microservices architecture. The supply of any hardware such as server machines, and data communication equipment required for the solution will be the responsibility of the vendor and ***it should cater automatically since the infrastructure sizing should be scalable based on the usage***. The vendor shall not submit a separate cost for the required hardware as the adoption of cloud infrastructure should cater to all the hardware requirements. In fact, the vendor is required to **submit cost per user in the cost proposal**.

i. Concurrency, Browser Compatibility and Bandwidth Optimization

The application including the database/s must provide at least 10,000 concurrent accesses with load balancing/caching facilities for high performance.

The portal developed should have cross browser compatibility (at least be compatible with the latest versions of popular browser.) The application developed should run optimally on Android and iOS devices. The application must run on any screen sizes (tablets, phones.)

j. Authentication Management

The system developed must use **One Digital Identity** developed by the government or come up with an Active Directory management solutions for user logins that will be compatible with the One Digital Identity solution. In other words, the database will not store the login information of the users of the application. This will be managed by either One Digital Identity Solution or proposed Active Directory management solution.

The vendor will also provide adequate training to the System Administrator/s on Directory Management so that Authentication Management can be handled in-house.

k. Development Methodology

Modular-based approach based on prototyping model must be used for the design and development of the system. The vendor should adopt **Agile Scrum methodology** for the

development activities to ensure that the actual requirements are incorporated. The following are some of the activities required to successfully complete the assignment:

- i. The Vendor will initially carry out a detailed requirement study including Process Re-engineering wherever possible, which will result in formulation of a Software Requirement Specification (SRS) document, Software Design document and associated AS-IS and TO-BE workflows.
- ii. On acceptance of SRS, workflows and Design document by the client/procuring agency, the vendor will develop and present a non-functional prototype (HTML, CSS prototype) of the application and portal to the client and obtain approval for each module. This will help in better user acceptance of the system.
- iii. The Vendor must develop **user stories, test cases, system architectures** and other required design documents from the functional specifications (FS).
- iv. The vendor will build on the approved prototype, the new application and portal which will be fully functional at its own premises. The vendor must have its own Software Development Laboratory within its local premises with adequate Hardware and Software which will be inspected and verified for compliance. The Minimal requirements for the Software Development Laboratory are specified in **Annexure IV**.
- v. The procuring agency may deploy two/three developers from their side for the project. This is done for better Transfer of Technology. However, their role is to learn the details of the design and modules so that at later stage small corrections can be done in-house. The Software Development Vendor must not bank on their skills for implementing the system. But, it is also necessary for the vendor to involve these developers actively in the project and it will be monitored by procuring agency.
- vi. After the development is completed, the developed application & portal will be first tested in the premises of the vendor by the testers from vendor's side. Any bugs reported will be asked to fix based on the clause mentioned in 2.11.6.
- vii. The bugs are classified into two categories: **Critical and Non-Critical**. The Critical bugs are those which freeze the system and the normal functioning of procuring agency or any other Agency is affected by the system's malfunction. Otherwise, it will be Non-Critical. The vendor must give immediate attention to the Critical bugs and attend to them within 24 hours of receiving the complaint from the client in any form of media. The critical bugs must be fixed within 5 working days. However, in some exceptional cases, the vendor may negotiate for time extension if acceptable to the client. The Non-critical bugs should be fixed within two weeks.
- viii. The final testing of the package with sample test data will be done at the premises of the procuring agency. After the user acceptance test succeeds, the software will be deployed for live operation at the proposed infrastructure settings.

I. Network connectivity requirement

The proposed system would use the GovNet covering all dzongkhags, free wifi hotspots across the country and **the internet**. The vendor will be responsible for setup of the necessary servers and hosting environment. Deployment and maintenance of the servers, applications, infrastructure and other technical issues will be handled by the vendor as a part of operational activity.

m. Training of Master Trainers/ Users

The vendor must provide comprehensive training to Master Trainers in the operation of the BBoapplication and all reporting options. The terms and conditions to be followed are indicated in **Annexure III**.

n. Warranty, Support, Maintenance & Change Management

i. The vendor must provide free support for a period of 5 years from the time of acceptance of the software by DITT/Procuring Agency (Warranty support).

ii. During the above mentioned warranty period, the vendor will be responsible for making necessary changes/updates (as defined in N.4.) as well as to fix the bugs, if any.

iii. If there is a major change (as defined in N.4) in the requirements of the application/portal, the vendor must provide post implementation support under a Change Request Contract (CRC) for five years from the date of acceptance of the software package by DIT/Procuring Agency. The specific terms and conditions for CRC are included in **Annexure V**.

iv. The changes will be considered major if the change brings about a major impact on the database or adds more input screens. These changes will be handled under the Change Request Contract (CRC) while the minor modifications of fields within an existing screen or changes having minor or no impact on the database will be handled under the Warranty support for first 5 years from the date of acceptance of the developed system.

o. Backup and Recovery

The vendor must propose solutions for high availability and model for data recovery with appropriate backup solutions. It is expected that automated synchronization of the Databases and a hot backup of the transactional data will be done on a daily basis.

With the implementation of containerized approach, the failed servers should be immediately replaced by spinning up another server automatically. In case of major failure, the primary application has to be fixed by the vendor within 2-5 working days depending on the degree of the issue.

Since the application has to be hosted in the cloud, the system failure due to a hardware failure will not be acceptable at any cost. The vendor shall fix the issue immediately with the hosting/hardware partners.

The vendor will also provide adequate training to the System Administrator from the Procuring Agency. In addition, the vendor must address the following during the warranty period:

i. The backup of the database should be taken on daily and/or weekly incremental basis.

ii. Full backup of relational database and source code files should be taken on a monthly basis whenever changes take place.

iii. A full (cold) backup should always be kept in a safe location.

The vendor must also ensure that adequate training is provided to the System Administrator so that procuring agency can handle the backup and recovery issues in-house after the expiry of the warranty period.

p. Confidentiality of Data

Since data handled by the vendors during the operation of application is classified and restricted in nature, all the team members from the vendor's side must sign a Non-Disclosure Agreement (given in **Annexure VIII**) with DITT/Procuring Agency.

q. Conformity with Standards

The to-be developed information system should strictly adhere to the following standards:

- i. Electronic Government Interoperability Framework (eGIF) standards. (<http://egif.moic.gov.bt>)
- ii. Information Management Security Policy of DITT
- iii. HIPAA
- iv. GDPR
- v. ISO 270001/ISO 270017/ISO 270018

r. Use of Source Code Management Tools

The vendor must manage its source codes through a source code management tools like Subversion (SVN) and GIT or any other source code management tools, so that many programmers can work in parallel without duplication of work. It will also be a useful tool to track previous versions of the codes and will be useful for debugging purposes.

s. Ownership of Source Code and other Intellectual Property

The DITT will be the rightful owners of the Source Code and all Intellectual Property associated with the application and portal and they will have full rights over the ways they can use these resources. The application system so developed will be the sole property of the DITT or any agencies designated by them. The Software Development Vendor (SDV) will have no right to commercially use or apply the software elsewhere.

t. Re-engineering of the Processes

The vendor must try to re-engineer the processes wherever possible so that application can be optimally utilized.

u. Obsolescence

The vendor undertakes to continuously and unfailingly advise the Client of new technologies (hardware & system software) in regard to the Solution during the currency of this Contract. If the Client decides to introduce any such new technologies in replacement of the Solution or along with the Solution or as the case may be, the work that may arise therefrom shall be considered beyond the purview of this Contract. The Client shall enter into a change request contract (CRC) for the purpose; provided that such work scope is not being covered under the license agreement.

v. Naming Convention /standard

In order to keep source code organized, vendor must strictly follow standards for forms, reports, database, triggers, views, stored procedures, coding etc.

w. Project Development Team

The minimum requirements for the Project Development Team from the vendor's side are as specified in **Part IV** of this document. The vendor may propose any additional professionals that may be required for the successful implementation of the project with proper justifications.

x. Project Governance

The management structure for the project has been proposed in this document based on identification of specific players, their responsibilities and the degree of interaction required between them during execution of this project.

Under the project, the DITT proposes to set up the working groups to aid the implementation of the project. In this regard, the Project Manager, which is to be fielded by the vendor, is fully responsible for conducting a thorough study of the project, and accordingly come up with a comprehensive project governance structure (including the teams from the vendor's side) that is mutually acceptable by the DITT/Procuring Agency.

4. TERMS AND CONDITIONS - GENERAL

a. Presentation by the Procuring Agency

The Client (DITT/Procuring Agency) will identify a suitable date for making a presentation to clarify the requirements before the submission of bids. Please refer to clause 10.3 of the Data Sheet. Further, bidders can approach Procuring Agency or DITT if required for further clarification on the requirements during office hours. This will reduce the gap of misunderstanding the requirements which becomes a trailing factor and reason for escalation of cost of the project at a later stage. Therefore, it is important for the bidders to understand the requirements in the first place. DITT/Procuring Agency will not be held responsible for escalation of implementation costs incurred by wrong estimation done by the vendor owing to inadequate understanding of the requirements.

b. Vendor Information

The vendor should submit a brief description of the firm's organization and outline of recent experience. Experience on assignments related to instant messaging application development in both functional and technical will be of an added advantage. Copy of credential certificates must be enclosed.

c. Collaboration, Partnerships with Foreign Firms & Subcontracting (Development of application only)

- i. The local Vendor is encouraged to go into long term partnerships with reputed international firms based on resource sharing and transfer of technology. However, cloud hosting and infrastructure should be in partnership with the local firms.

- ii. The Vendors who wish to enter partnerships with foreign firms must ensure proper transfer of technology to the extent of building the local capacity for long term sustainability of the local vendor. Project based tie-ups and short term partnerships are not encouraged because it doesn't ensure the long term sustainability of the project.
- iii. A vendor, who wishes to terminate partnerships with foreign firms due to unavoidable circumstances, must ensure that there is competent local capacity already built, so that the development of the system including the change management is not hampered.
- iv. The local vendor, who wishes to partner with foreign firms, must have adequate local staff working with the staff of the foreign firms, so that there is better transfer of experiences, knowledge & technology. This is done, so as to enhance the capacity & competitiveness of the local firms, who can confidently undertake similar projects in the future without partnerships.
- v. Presence of local staff as key members in the project team is necessary conditions to accept the proposal for evaluation.
- vi. The vendor awarded the contract shall not subcontract the awarded work partly or in full to any National/International Firms. This clause nullifies all the clauses pertaining to subcontracting that contradict this one, in any part of the document.

d. Patent and Copyright

- i. The Vendor represents that the Solution or any product/component, supplied by the Vendor does not infringe any patents and copyright. If, however, a third party claims that the Solution or any product/component thereunder, supplied by the Vendor under this Contract, infringes a patent or copyright ("IP Claim"), the Vendor will defend the Client against the IP Claim at the Vendor's expense and pay all costs, damages and legal fees that a court finally awards.
- ii. If the Vendor determines that no alternative is reasonably available, and the Client agrees to return the Product/Component/Solution to the Vendor on the Vendor's written request, an appropriate compensation has to be proposed and be acceptable to the client.
- iii. The Vendor has and will have no obligation to the Client regarding any "IP Claim" based on:
 - the Client's modification of a Product/Component under the Solution unilaterally ;
 - use of the program in other than its specified operating environment ;
 - the combination, operation or use of a product/component under the Solution with any other product, program, data or apparatus, not furnished by the Vendor, provided that the use of such product, program, data or apparatus has not been envisaged in this Contract and such product, program, data or apparatus is solely responsible for such infringement.

e. Quality of Work

The Vendor must ensure quality while implementing the system at all times. This will be evaluated by the DITT in long run and this will have a bearing on awarding similar Government Projects that are in the pipeline and also those projects that will be taken by the Government in the future.

f. Timely Completion

The entire work of software development and testing should be completed within **twelve months** from the date of receipt of letter of award of work.

The time period of **eleven months** for the vendor is only for collecting requirements, designing, development and testing of the software. Training of Master Trainers may be conducted only after testing and acceptance of the software by the DITT. The training should not take more than one month.

g. Confidentiality of offer

The details of the offer proposed by the Vendor or its acceptance thereof with or without modifications by DITT shall not be passed in part or full to any third party without prior written approval of the parties involved. This applies to both client as well as the vendor.

h. Time Frame for completion

The software package for the work described in PART V should be developed, tested and submitted for final implementation within *Twelve Months*. The vendor should submit their plan for implementing the software at the premises of Procuring Agency.

5. MINIMUM REQUIREMENTS FOR THE BIDDER

a. The bidder desirous of quoting for the work should satisfy the following minimum requirements:

- i. The bidder should have the valid license for performing the consultancy service in the software development work in Bhutan.
- ii. The bidder should have adequate technical manpower to carry out the project and complete it on time. All the professionals should be employed on a full time basis and their responsibilities delegated based on the standard software development team
- iii. The bidder can collaborate and partner with the foreign firms, but the presence of local manpower is necessary to build up the capacity and competitiveness of the local firm to provide Maintenance support to the system as and when required.
- iv. There must be at least 1 full time National / International **Project Manager** with sound technical knowledge of IT Project Management (Certifications on PMP/Prince2 is an advantage); 1 National / International **Business Analyst /System Analyst** with sound knowledge of System and Database Architecture and Design (Certification is an advantage); 5 National / International Senior **Developers** having thorough knowledge on proposed technologies (Certification/s is an advantage); Database Administrator with sound knowledge of DB design and optimization; 2 National / International Testers; 2 certified **DevOps engineers/system administrators** (Training/Certification is required); 1 National / International Security expert; and 1 National / International Network Engineer. DITT/Procuring Agency will monitor and verify them through CV and in person.

b. In addition to clause 4 above, the firm must have a minimum of **3 Bhutanese Developers** and **1 Network Engineer** who are employed on a full time basis. The client (DITT/Procuring Agency) will verify and monitor them through their CV and in person from time to time.

c. The Project Manager, Business/System Analysts, Developers or any other critical technical member of the team must be involved in the project full time and shouldn't leave until the product is accepted by the client, unless under unavoidable circumstances whereby permission to replace a particular resource may be sought in written form, from the client (DITT/Procuring Agency) on a condition that there would not be a major impact on the project. Thus, it is advisable for the bidder to have a bond signed with the personnel involved in the project at least for the period of the execution of the project.

d. The bidder must submit the original CV with photograph for all the team members for this project. This will be later verified by the client during evaluation as well as during the execution of the project

e. The bidder must comply with the minimum requirements for the Software Development Laboratory as specified in Annexure IV.

f. The proposals which do not meet the above conditions will not be evaluated. The verification of these minimum requirements may involve visits of the DITT officials to the bidder's premises.

6. SCOPE OF WORK

- a. DITT invites tender for the **development, maintenance and operation** of the *Suung-joen* mobile application from reputed National Software Development Vendors (SDV). The mobile App shall seamlessly worked in any networks (Free WIFI (Intranet/Internet), 3G, 4G etc)
- b. The scope of the work
 - i. Study the necessary features required for instant messaging application which are appropriate to the Bhutanese society.
 - ii. Prepare Software Requirement Specifications (SRS) or Functional Specifications (FS) document and Software Design document (SDD) and submit the same along with workflow diagrams.
 - iii. On acceptance of the SRS/FS by DITT, design and develop a non-functional prototype (HTML, CSS based) that is in line with the requirements indicated so that client gets the feel of the application that is being developed and provide necessary feedback on the front-end aspects.
 - iv. On acceptance of the non-functional prototype by DITT, design and develop an appropriate application package/s that is in line with the requirements indicated.
 - v. Provide Online Help facility in the software.
 - vi. Test the application by SDV at least in three locations/scenarios and revise the application to the extent needed on the basis of the test reports generated by the SDV and the independent tester from DITT. **The test cases must be developed and test scripts must be written for automated testing tools.** Test reports including **code coverage** should be submitted to the procuring agency. This will be verified by the tester/s from DITT.
 - vii. Provide comprehensive training to master trainers in the operation of the application, backup, configuration, etc. The terms and conditions to be followed are indicated in Annexure III.
 - viii. Provide complete source code along with software drivers and other system files needed for installation and execution of the package.
 - ix. Provide detailed installation and operations/user manual which will facilitate the users in successfully using the application package.
 - x. Provide detailed technical manual incorporating the System Design and other technical features incorporated in the application package.
 - xi. The SDV, after initial training of master trainers, must provide assistance to master trainers for a period of at least six months so that the master trainers gains necessary expertise and confidence in the application developed by SDV.

- xii. Provide free support for a period of **five years** from the time of acceptance of the application by DITT and carry out revisions, if any, arising out of bugs or minor changes during the said period (Warranty support).
- xiii. Provide services for Change Request on demand of the client whenever major changes are required in the system under CRC.
- xiv. Implement and provide the application with all the standard security features inbuilt to ensure integrity of data. The SDV will be responsible for the recovery of the data that is tempered because of lack of standard security features. The application package must have user access roles through which can assign or revoke rights of a user to a function or data.
- xv. Provide the Plan for recovery, if the software package or the database fails, which includes managing backups of the database and the package itself. Perform necessary recovery of the system when needed.
- c. Scope of work for managing, maintaining and operating the application is as follows:
- i. Design and implement hosting architecture that is highly scalable (based on number of users/concurrent access.)
 - ii. Design and implement high accessibility solutions using necessary load-balancing, caching or other technologies.
 - iii. Handle overall technical issues including hardware, software, storage, network connectivity, licencing and other technical requirements for smooth functioning of the application.
 - iv. Setup helpdesk and support system to manage incidents. This includes but not limited to, online ticketing system, 24/7 support services via call, chat/chatbots, online manuals, email and walk-in-counter service for the end users.
 - v. Regularly check and implement system updates, security patches and hardware/software firmwares ensuring compatibility.
 - vi. Promote and market the usage of the application with necessary and timely promotional offers at least 4 times a year. Proper marketing strategies needs approval from the client.
 - vii. Conduct regular surveys and compile user feedback from the users and submit for feature upgrades to the client.
 - viii. Ensure that proper knowledge transfer is carried out whenever sought by the client through arrangement of joint operation or other means of knowledge transfer.
 - ix. Regularly report to the clients on the following:
 - Network outage
 - Service Availability
 - Incidents reports
 - Change in technology catalog
 - Upgrades
 - x. Generate necessary reports as requested by the clients

7. ANNEXURE TO THE TERMS OF REFERENCE

a. Annexure II - HW Requirements - Server and Client PC Specifications

The application, portal and related services shall be hosted in a national cloud infrastructure using a containerized environment. The vendor should propose cost of operation of the application based on **per user/year** which includes development & maintenance of application & portal, hardware, software, network connectivity, integration, licensing, other required technologies, support services, maintenance and other related activities/tasks. **No separate cost for these shall be proposed in the cost proposal.**

All the technical requirements shall be proposed in the technical proposal and the vendor shall provide the necessary indemnity to *DITT, MoIC* that it possesses bona fide licences for all the hardware, software, platforms and other required technologies.

b. Annexure III - ToR for Training of Master Trainer

- i. The master trainers refer to all those system users including System Administrator, Data Administrator, Network Administrator, Managers and other end users specified by the client. The list of Master Trainers will be provided by the client one week before the training begins.
- ii. The vendor must provide a sufficiently detailed training plan before the start of training to DITT. The plan should contain an indicative list of resources that would be allocated from the vendor's side.
- iii. The SDV shall provide the necessary infrastructure for the training at a suitable location in Thimphu.
- iv. The DITT shall be responsible for identifying the master trainers and other trainees.
- v. The training will be conducted for 10-15 days as required and decided by DITT in consultation with SDV. The training should not take more than 1 month.
- vi. The trainees must be provided with training materials/manuals that would cover all the facets of the software and installation. The trainees must also be provided with other training aids and tools, which would help them to receive proper training and better understand the system modules and usage.
- vii. The vendor will provide adequate training to the System Administrators, Data Administrators or Managers from DITT on system deployment & operation, server and system configuration and installation, backup services, Directory Management, security requirements, and other necessary technical services, which will enable them to use the system for timely and accurate production of required information within their area of authority and responsibility.
- viii. The deployment of two/three developers from DITT for the project will also be part of training of master trainers. The SDV must actively involve them in all phases of system development, so that there will be better transfer of technology and build in-house capacity to manage small corrections at a later stage.
- ix. On completion of the training, the master trainers and Users will be performing a rigorous test on the system and submit their observation(s). The observations will cover the following topics:
 - Comments on the training - lecture, coverage, materials & lab sessions;
 - Comments on User Interface and suggestions for betterment;
 - Comments on operational flow;
 - Response time of the system;
 - Bugs encountered and error management facilities;
 - Data validation and security measures; and
 - Documentations
- x. The DITT would review the above feedbacks and direct the vendor to take necessary corrections or remedies. Based on the observations/comments made by the training participants, should the DITT feel that the training is not satisfactory or not adequately covered, then the vendor is liable for providing additional trainings.

c. Annexure IV - Minimum requirements for SW Development Lab

The firm who is submitting the bid should fulfil the following minimal requirements for the SW development lab:

- i. There should be at least one high end server and necessary networking equipment for the design and development of the software, hosting environment, other platforms.

- ii. The lab should have around 7 client machines with genuine operating system and necessary application software installed.
- iii. The lab must be properly networked and should have Internet facilities.
- iv. The SDV must use source code management tools (such as SVN, GIT), must have a subscription to server-less platforms (such as GCP, AWS or national cloud)
- v. The environment of the lab should be very conducive for the project team to work, discuss and solve problems.
- vi. The vendor should also provide 2-3 machines for DITT team, so that they can be fully involved in the development processes.

d. Annexure V - Change Request Contract (CRC)

- i. If there is a major change(s) in the requirements of the system, the vendor must provide post implementation support under a Change Request Contract for **5 years** from the date of acceptance of the software package by DITT.
- ii. Change Request Charge will be estimated in terms of the man-day rate. In the financial proposal, the vendor must submit the man-day rate for each person who will be involved in the change management. The rates should be valid for **5 year**. The total cost for the change will be worked out from the quoted rates and the total man days needed to address the changes.
- iii. The man-day rate payable to the vendor, as quoted for the first 5 years, shall subject to adjustment for the subsequent years, taking in consideration of the local inflation. The adjustment will be made in accordance to the procurement manual of the Government in relation to the software engineering works.
- iv. The format for quoting man-day rates is provided in Annexure **VI**.
- v. The Change Request is completely need based and payments are made only based on the major changes agreed between the parties.
- vi. The vendor must use all reasonable efforts to study the requirements of the application thoroughly during the initial implementation period.
- vii. The vendor shall not entertain frequent changes in the system from the client, once the requirements are finalized, which will adversely affect the project completion date and delay the project. However, the changes that come through the change management shall be executed by the vendor under the terms and conditions of Change Request Contract (CRC).
- viii. Whenever there are major new requirements due to change in the procedures/guidelines of the Procuring Agency, the client will ask for additional requirements through a Change Request Document. The work involved in the change request and the cost will be worked out by both clients and vendors and a cost will be agreed within the framework of the Change Request Contract (CRC).
- ix. The CRC will be initiated, if the change is considered major, bringing in a major impact on the database or adds more input screens.
- x. The minor modifications of fields within an existing screen or changes having minor or no impact on the database will be handled as specified in the Warranty Support. The minor changes will not be handled by Change Request Contract.
- xi. The CRC will also be initiated, if the Client decides to introduce any new technologies in replacement of the Solution or along with the Solution, due to the advancement of the technologies, as may deem necessary for the application by the vendor. Such CRC will

occur, provided that the above work scope is not being covered under the license agreement.

xii. The SDV will be in binding to carry out the Change Request Request made by the client for additional 3 years after the initial 5 years of operation. An agreement will be signed for this contract.

e. Annexure VII: Checklist of Project Deliverables

- i. Software Requirement Specification Document (High level SRS and Low level SRS) and High level Technical Architecture covering requirements related to hosting and integration.
- ii. Software Design Document (SDD)
- iii. Non-functional HTML Prototype
- iv. Working and Tested Software with source code
- v. User and Administrator Manuals for the system including Online Help
- vi. Setup and Release notes for each new release
- vii. Test Cases, Test Scripts and Test Reports
- viii. All database scripts
- ix. Training of trainers
- x. Any other relevant documents, supporting software, etc.

f. Annexure VIII– NON DISCLOSURE AGREEMENT

This agreement is entered into this ____ day of _____, 20__ by and between _____ (hereinafter "Recipient"), with offices at _____, and _____, with offices at _____ (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to _____ that is confidential and proprietary to the Discloser (hereinafter "Confidential Information"); and WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this agreement for the purpose of _____; NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this agreement, the parties agree to the below terms as follows:

1. Disclosure. The Discloser agrees to disclose, and the Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. The Recipient agrees not to use the Confidential Information in any way or manufacture or test any product embodying Confidential Information, except for the purpose authorized by the Discloser.

2.2 No Disclosure. The Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Recipient's employees that have a need for disclosure in connection with the Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. The Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary, and the Recipient shall have no obligation with respect to such information where the information:

(a) Was known to the Recipient prior to receiving any of the Confidential Information from the Discloser;

(b) Has become publicly known through no wrongful act of the Recipient;

(c) Was received by the Recipient without breach of this agreement from a third party without restriction as to the use and disclosure of the information;

(d) Was independently developed by the Recipient without use of the Confidential Information;
or

(e) Was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. The Recipient agrees that all Confidential Information shall remain the property of Discloser and that the Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying to the Recipient any transfer of rights, any patents, or any other intellectual property pertaining to the Confidential Information.

5. Term and Termination. The obligations of this agreement shall be continuing until the Confidential Information disclosed to the Recipient is no longer confidential.

6. Survival of Rights and Obligations. This agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) the Discloser, its successors and assignees; and (b) the Recipient, its successors and assignees.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

Discloser (Name of the Discloser)

Recipient (Name of the Recipient)

Signed _____.

Signed _____.

Print Name _____.

Print Name _____.

Title _____.

Title _____.

Date _____.

Date _____.

Section 6: Standard Forms of Contract

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

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 II. Consulting Services: Lump-Sum Contract

STANDARD FORM OF CONTRACT

Consulting Services Lump-Sum

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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.
2. The Contract includes four parts:
 - Form of Contract
 - General Conditions of Contract
 - Special Conditions of Contract
 - Appendices
3. 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.
4. 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.

CONTRACT FOR CONSULTING SERVICES

Lump-Sum

between

[name of the Procuring Agency]

and

[name of the Consultant]

Dated:

I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

II. The General Conditions of Contract;

III. The Special Conditions of Contract;

IV. The following Appendices: *[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]*

Appendix A: Description of Services	___ Not used
Appendix B: Reporting Requirements	___ Not used
Appendix C: Key Personnel and Sub-Consultants	___ Not used
Appendix D: Breakdown of Contract Price in Foreign Currency	___ Not used
Appendix E: Breakdown of Contract Price in Local Currency	___ Not used
Appendix F: Services and Facilities Provided by the Procuring Agency	___ Not used
Appendix G: Form of Advance Payment Guarantee	___ Not used

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

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

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

etc

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

(a) Applicable Laws of Bhutan: The laws and any other instruments having the force of law in Bhutan

(b) Consultant: An individual or a legal entity entering into a Contract to provide the Services to the Procuring Agency under the Contract.

(c) Consulting Services: Expert services of a professional and/or intellectual nature, provided by the Consultant based on specialized expertise and skills, in areas including, but not limited to, preparing and implementing projects, conducting training, providing technical assistance, conducting research and analysis, preparing designs, supervising the execution of construction and other works, undertaking studies, advising Procuring Agencies, building capacity, preparing tender documents, supervising procurement, and others.

(d) Contract: The formal agreement in writing, including the General Conditions (GC), the Special Conditions (SC), and the Appendices, entered into between the Procuring Agency and the Consultant, on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom of Bhutan, for the provision of the required Consulting Services.

(e) Contract Price: The price to be paid for the performance of the Services, in accordance with Clause 6;

(f) Day: A calendar day.

(g) Effective Date: The date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(h) Foreign Currency: Any currency other than Bhutanese Ngultrum (BTN).

(i) GC: These General Conditions of Contract.

(j) Government: The Royal Government of Bhutan (RGoB).

(k) In writing: Communicated in written form (eg. by mail, electronic mail, fax, telex) with proof of receipt.

(l) Local Currency: Bhutanese Ngultrum (BTN).

(m) Member: Any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.

(n) Party: The Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.

(o) Personnel: Professional and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professional and support staff who at the time of being so provided have their domicile outside Bhutan; “Local Personnel” means such professional and support staff who at the time of being so provided have their domicile in Bhutan; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

(p) Procuring Agency: RGoB agency with which the selected Consultant signs the Contract for Services.

(q) Reimbursable Expenses: All assignment-related costs other than Consultant’s remuneration.

(r) SC: The Special Conditions of Contract by which the GC may be amended or supplemented.

(s) Services: The work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(t) Sub-Consultant: Any person or entity to whom/which the Consultant subcontracts any part of the Services.

(u) Third Party: Any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-Consultant.

1.2 Law Governing 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

In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize

- Charge** 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 policy to require that Consultants, their Sub-Consultants and the Personnel of both of them observe the highest standards of ethics during the execution of the Contract.⁵⁰ In pursuance of this policy, the RGoB:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice”⁵¹ means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value⁵² to influence improperly the actions of another party;
 - (ii) “fraudulent practice”⁵³ means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”⁵⁴ means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁵⁵ means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or

collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

1.9.2 Measures to be Taken

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

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

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

1.9.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

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

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

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

2.5 Force Majeure

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

2.5.2 No 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 Interests 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:
- (a) shall 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) shall 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 If, after the date of this Contract, there is any change in the Applicable Laws of Bhutan with respect to taxes and duties which

Laws of Bhutan Related Taxes and Duties of increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

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

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

6. PAYMENTS TO THE CONSULTANT

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

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

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

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

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

have been met, and the Consultant has submitted an invoice to the Procuring Agency specifying the amount due.

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

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

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

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

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is <i>[insert the language]</i> .
1.4	<p>The addresses are:</p> <p>Procuring Agency: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
{1.6}	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC 1.4 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: _____</p> <p>For the Consultant: _____</p>
1.8	<p><i>Note: Generally Bhutanese duties and indirect taxes are not to be reimbursed. It is left to the Procuring Agency to decide whether the Consultant (i) should be exempted from any such levies, or (ii) should be reimbursed by the Procuring Agency for any such levies it might have to pay (or that the Procuring Agency would pay such levies on behalf of the</i></p>

	<p><i>Consultant and the Personnel).</i></p> <p><i>The Consultant must be informed in Clause Reference 15.1 of the Data Sheet about which alternative the Procuring Agency wishes to apply.</i></p> <p>The Procuring Agency warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Procuring Agency shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Laws of Bhutan, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Bhutan), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into Bhutan by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into Bhutan, will be subsequently withdrawn therefrom by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Agency and which is treated as property of the Procuring Agency; (d) any property brought into Bhutan by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of Bhutan), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from Bhutan, provided that:
	<ul style="list-style-type: none"> (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual Customs procedures of Bhutan in importing property into Bhutan; and (2) 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.
{2.1}	<p>{The effectiveness conditions are the following: <i>[insert conditions]</i>}</p> <p><i>Note: List here any conditions of effectiveness of the Contract, e.g. the Procuring Agency's approval of the Consultant's proposals for appointment</i></p>

	<p><i>of specified key staff members, receipt by the Consultant of advance payment and by the Procuring Agency of an advance payment guarantee (see Clause SC 6.4), passage of a specified number of days after signature of the Contract, etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.</i></p>
2.2	<p>The number of days shall be <i>[insert number of days; eg 30]</i>.</p>
2.3	<p>The time period shall be <i>[insert time period, e.g.: twelve months]</i>.</p>
3.4	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (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 <i>[insert amount and currency]</i>; (b) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>; (c) professional liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>; (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 (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><i>Note: Delete what is not applicable</i></p>
{3.5 (c)}	<p>{The other actions are: <i>[insert actions]</i>.}</p> <p><i>Note: If there are no other actions, delete this Clause SC 3.5 (c).</i></p>
{3.7 (b)}	<p><i>Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7(b) should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:</i></p> <p>{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring</p>

	<p>Agency.}</p> <p>{The Procuring Agency shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.}</p> <p>{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}</p>
4.3	<p>{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.3.}</p> <p><i>Note: If there is no such manager, delete this Clause SC 4.6.</i></p>
{5.1}	<p><i>Note: List here any assistance or exemptions that the Procuring Agency may provide under Clause GC 5.1. If there is no such assistance or exemptions, state "not applicable."</i></p>
6.2(a)	<p>The amount in foreign currency or currencies is <i>[insert amount or amounts]</i>.</p>
6.2(b)	<p>The amount in Ngultrum is <i>[insert amount]</i>.</p>
6.4	<p>The accounts are:</p> <p style="padding-left: 40px;">for foreign currency or currencies: <i>[insert account]</i></p> <p style="padding-left: 40px;">for Ngultrum: <i>[insert account]</i></p> <p>Payments shall be made according to the following schedule:</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. <i>For Contracts estimated to cost less than BTN 5,000,000 (five million) no advance payment shall be made. For such contracts use Indicative Payment Schedule A. For Contracts estimated to cost more than BTN 5,000,000 (five million) use Indicative Payment Schedule B.</i> 2. <i>The installments are indicative only.</i> 3. <i>If the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency.</i> 4. <i>If applicable, detail further the nature of the reports evidencing performance as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements.</i>

	<p>INDICATIVE PAYMENT SCHEDULE Package 1.</p> <ul style="list-style-type: none"> (a) Ten (10%) percent of the lump-sum amount shall be paid upon signing of the contract. (b) Thirty (30%) percent of the lump-sum amount shall be paid upon completion of 30% of the scope. (c) Twenty (20%) percent of the lump-sum amount shall be paid upon completion of 30% of the scope.. (d) Remaining forty (40%) percent from the total contract price shall be paid after completion and commissioning of the project.. <p>INDICATIVE PAYMENT SCHEDULE Package 2.</p> <ul style="list-style-type: none"> (a) The payment for <i>Suung-joen</i> app will be made based on “per user per year” licensing model after operationalizing the application. Please refer Clause 7(a) of the Terms of Reference (Section 5) <p><i>Final Note: Irrespective of which Indicative Payment Schedule is used, the final version should be specifically drafted for each Contract.</i></p>
<p>6.5</p>	<p>The interest rate is: <i>[insert rate]</i>.</p>
<p>8.2</p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ul style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body: e.g. the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland, etc.]</i> for a list of not fewer than five nominees. Upon receipt of such list, the Parties (commencing with the Procuring Agency when the list comprises an even number of nominees, and with the Consultant when the list comprises an odd number of nominees) shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a

sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Agency and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*.

(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in Clause SC 8.2 1.(b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [*Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties*] or of Bhutan. For the purposes of this Clause, "home country" means any of:

(a) the country of incorporation of the Consultant [*Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties*]; or

(b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or

(c) the country of nationality of a majority of the Consultant's [or of

any Members' or Parties'] shareholders; or

- (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.

5. Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither Bhutan nor the Consultant's country]*;
- (b) the *[insert name of language]* language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

For Contracts with Bhutanese Consultants

Construction Development Board (CDB) or other Independent Agency:

GCC Sub-Clause 8.2—All disputes arising in connection with the present Contract shall be finally resolved by arbitration in accordance with the rules and procedures of the CDB or any other independent agency that has been appropriately mandated at the time of submission of the dispute through its National Arbitration Committee. The arbitration award shall be final on the parties who shall be deemed to have accepted to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

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

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: List under:

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

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

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

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

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

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

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

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

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

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE PROCURING AGENCY

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

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4 and Clause SC 6.4.

Bank Guarantee for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*
Beneficiary: _____ *[Name and Address of Procuring Agency]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

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

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

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

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

[signature(s)]

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