STANDARD REQUEST FOR PROPOSALS

PROCUREMENT OF CONSULTING SERVICES

Project Name : Government Data Center Operational and Maintenance Capabilities

Procuring Agency: Government Technology

Title of Consulting Services: Firm to Enhance Government Data Center Operational and Maintenance Capabilities

CLOUD SERVICES DIVISION

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SECTION 1: LETTER OF INVITATION

Ref No: **GovTech/Pro-02/2026-27/29** **Date: 18/11/2026**

Dear Mr/Ms
The GovTech Agency invites proposals from qualified firms to provide consulting services for the **Enhancement of Government Data Center Operational and Maintenance Capabilities**. The assignment entails embedded, on-site technical engagement with the Cloud Services Division (CSD) to validate prior Data Center Assessment findings, rectify infrastructure gaps, re-architect the network, harden the virtualization platform, implement monitoring and DNS redundancy, and transfer knowledge to CSD staff over a period of five (5) months.
Interested firms are requested to submit their proposals with a System Engineering Architect (Lead, on-site) and a Network and Security Specialist as the key professional staff. Further details on the scope, deliverables, and expert requirements are provided in the Terms of Reference.

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

A Consultant will be selected under **Quality and Cost-Based Selection method** and procedures described in this RFP, in accordance with the latest Procurement Rules and Regulations in force of the Royal Government of Bhutan.
The Proposals are to be submitted at the latest by **28th November 2026, 11:59PM BST**
and the Technical Proposals will be opened on **29th November 2026, 11:59AM BST**
in the presence of the bidders' representatives who choose to attend.

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 5 - Terms of Reference
Section 6 – Eligible Countries
Section 7 - Standard Forms of Contract LumpsumContract

Please contact us in writing at the following address:
For The Request for Proposal Document
Address for responses:

dodrupws@tech.gov.bt
tcheki@plantech.gov.bt

Yours sincerely,



Tshering Cheki
Asst Procurement Officer

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 Consultan all the information needed to prepare their Proposals.

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

i) **LOI (Section 1 of the RFP):** The Letter of Invitation being sent by the Procuring Agency to the shortlisted Consultants.

j) **Personnel:** Professional and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professional and support staff who at the time of being so provided have their domicile outside Bhutan; “Local Personnel” means such professional and support staff who at the time of being so provided have their domicile inside Bhutan.

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

l) **Proposal:** The Technical Proposal and the Financial Proposal.

m) RFP: The Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.

n) SRFP: The Standard Request for Proposals, which must be used by the Procuring Agency as a guide for the preparation of the RFP.

o) Services: The work to be performed by the Consultant pursuant to the Contract.

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

q) Terms of Reference (TOR): The document included in the RFP as Section 5 which defines the objectives, goals, scope of work, activities, tasks, responsibilities of the Procuring Agency and the Consultant, required outputs and results of the assignment, as well as background information (including a list of existing relevant studies and basic data) to facilitate the Consultants' preparation of their proposals

1. Introduction

1.1. The Procuring Agency named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.

1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Tech Proposal only, as specified in the Data Sheet, for Consulting Services required for the assign named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately signed Contract with the selected Consultant.

1.3. Consultants should familiarize themselves with local conditions and take these into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a pre-proposal meeting if one is specified in the Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Procuring Agency's representative named in the Data Sheet to obtain additional information on the pre-proposal meeting. Consultants should ensure that this official is advised of the proposed attendance at the meeting in adequate time to allow them to make appropriate arrangements.

1.4. The Procuring Agency will timely provide at no cost to the Consultant the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.

1.5. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2. Conflict of Interest

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

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

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

c) Conflicting Relationships:

(i) A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that has a business relationship within a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Agency throughout the selection process and the execution of the Contract.

(ii) A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that employs or otherwise engages a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Procuring Agency or has an authority over it also shall not be eligible to be awarded a Contract. For the purposes of this sub-paragraph, a close relative is defined as an immediate family which includes father, mother, brother, sister, spouse and own children.

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

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

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

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

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

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

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

3. Unfair Advantage

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

4. Fraud and Corruption

4.1. It is RGoB policy to require that Consultants, their Sub-Consultants and the Personnel of them both observe the highest standards of ethics during the procurement and execution of contracts.[1] In pursuance of this policy, the RGoB:

a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"[2] means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value[3] to influence improperly the actions of another party;

(ii) "fraudulent practice"[4] means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[5] means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[6] means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” means:

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

(bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under sub-paragraph d below of this paragraph 4.1.

b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

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

d) will have the right to require that a provision be included in Requests for Proposals and in contracts financed by the RGoB, requiring Consultants and their Sub-Consultants to permit the Procuring Agency, any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their submission of proposals and contract performance, and to have them audited by auditors appointed by the Procuring Agency;

e) Requires that Consultants, as a condition of admission to eligibility, execute and attach to their Proposals an Integrity Pact Statement in the form provided in Form TECH-8 of Section 3 as specified in ITC. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Proposal; and

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

4.2. Consultants, their Sub-Consultants, and their affiliates shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Procuring Agency in accordance with the above sub-paragraph (c) of this paragraph 4.1. Furthermore, Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

4.3. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal Submission Form (Section 4).

5. Origin of Goods and Consulting Services

5.1. Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

a) as a matter of law or official regulation, RGoB prohibits commercial relations with that country; or

b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Bhutan prohibits any imports of goods or services from that country or any payments to persons or entities in that country.

6. Only one Proposal per Consultant

6.1. A Consultant may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, in more than one proposal.

7. Proposal Validity

7.1. The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best efforts to complete negotiations within this period. Should the need arise, however, the Procuring Agency may request Consultants in writing to extend the validity period of their proposals. Consultants who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

8. Eligibility of Consultants

8.1. The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for RGoB projects.

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

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

9. Restrictions for State-Owned Enterprises

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

a) are legally and financially autonomous

b) operate under commercial law, and

c) are not under supervision of the Employer.

10. Exclusion of Consultant or Sub-Consultants

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

a) it is insolvent or is in receivership or is a bankrupt or is in the process of being wound up, or has entered into an arrangement with creditors; or

b) its affairs are being administered by a court, judicial officer or by an appointed liquidator; or

c) it has suspended business, or is in any analogous situation arising from similar procedures under the laws and regulations of its country of establishment; or

d) it has been found guilty of professional misconduct by a recognized tribunal or professional body; or

e) it has not fulfilled its obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which it is established or of the Kingdom of Bhutan; or

f) it is or has been guilty of serious misrepresentation in supplying information in its tender or in the prior process leading to it being classified as a shortlisted Consultant; or

g) it has been convicted for fraud and/or corruption by a competent authority; or

h) it has not fulfilled any of its contractual obligations with the Procuring Agency in the past; or

i) he/she has been debarred from participation in public procurement by any competent authority as per law.

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

a) it is insolvent or is in receivership or is a bankrupt or is in the process of being wound up, or has entered into an arrangement with creditors; or

b) its affairs are being administered by a court, judicial officer or by an appointed liquidator; or

c) it has suspended business, or is in any analogous situation arising from similar procedures under the laws and regulations of its country of establishment; or

d) it has been found guilty of professional misconduct by a recognized tribunal or professional body; or

e) it has not fulfilled its obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which it is established or of the Kingdom of Bhutan; or

f) it is or has been guilty of serious misrepresentation in supplying information in its tender or in the prior process leading to it being classified as a shortlisted Consultant; or

g) it has been convicted for fraud and/or corruption by a competent authority; or

h) it has not fulfilled any of its contractual obligations with the Procuring Agency in the past; or

i) he has been debarred from participation in public procurement by any competent authority as per law.

11. Contents, Clarification and Amendment of the RFP Document

11.1. The RFP document comprises:
Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants (including Data Sheet) Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference
Section 6 - Eligible Countries

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

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

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

12. Preparation of Proposals

12.1. The Proposal, as well as all related correspondence exchanged by the Consultant and the Procuring Agency, shall be written in the language specified in the Data Sheet.

12.2. In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

12.3. While preparing the Technical Proposal, Consultants must pay particular attention to the following:

a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture/consortium/association or sub- consultancy it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants, if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Procuring Agency if it wishes to enter into a joint venture/consortium/association with non-shortlisted or shortlisted Consultant(s). In the case of a joint venture/ consortium/association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as joint venture/consortium/ association leader. In the case of a joint venture/consortium/ association, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture/ consortium/association.

b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or the budget estimated by the Consultant.

c) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

d) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

13. Language

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

14. Technical Proposal Format and Content

14.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

14.2. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

14.3. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

14.4. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

14.5. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sh**eet and using the Standard Forms provided in Section 3 of the RFP.

15. Financial Proposals

15.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs (all-inclusive) associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**, and (c) Local taxes.

15.2. For assignments with a duration exceeding twelve (12) months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**

15.3. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data S**heet, the portion of the price representing local cost shall be stated in the national currency.

15.4. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

16. Taxes

16.1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the **Data Shee**t.

17. Sealing & Submission of Proposals

17.1. The original proposal (Technical Proposal and, if required, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. The person who signed the Proposal must initial such corrections. Submission letters for the Technical and Financial Proposals shall respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

17.2. An authorized representative of the Consultant shall initial sign 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.

17.3. The Technical Proposals shall be sent to the addresses referred to in paragraph 17.5 and in the number of copies indicated in the Data Sheet.

17.4. The Technical and Financial shall be in separate folder with financial password encrypted

17.5. The Proposals shall be submitted through mail 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

18. Withdrawal and Substitution of Proposals

1.1. A Consultant may withdraw or substitute its Proposal after it has been submitted by sending a written notice in accordance with paragraph 17, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with paragraph 17.2. Any substitution of a Proposal must accompany the respective written substitution notice. All notices must be:

a) submitted in accordance with paragraph 17 above (except that withdrawal notices do not require copies), and in addition, the respective folder shall be clearly marked "WiThdraWal" or "SubsTiTuTiOn" and

b) Received by the Procuring Agency prior to the deadline prescribed for submission of Proposals, in accordance with paragraph 17.5.

1.2. Proposals requested to be withdrawn in accordance with paragraph 18.1 shall be returned unopened to the Consultants.

18.3. No Proposal may be withdrawn or substituted in the interval between the deadline for submission of Proposals and the expiry of the period of Proposal validity specified by the Consultant in its Proposal or any extension thereof. Any such withdrawal shall result in the debarment by competent authority as per law.

19. Opening of Technical Proposals

19.1. Immediately after the closing date and time for submission of Proposals any envelopes marked "Withdrawal" and accompanied by a properly authorized withdrawal notice shall be put aside, and stored safely and securely ready for return to the Consultant. **Not applicable**

19.2. The Procuring Agency then shall open all remaining Technical Proposals, including any substitutions accompanied by a properly authorized substitution notice. The Financial Proposals shall remain unopened with password encrypted.

20. Evaluation to be Confidential

20.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Consultant to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for Award of Contract may result in the rejection of the Consultant's Proposal.

20.2. After the opening of Proposals, information concerning the Proposal documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Proposal Evaluation Committee.

20.3. The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.

20.4. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

21. Evaluation of Technical Proposals

21.1. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and points system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the Data Sheet.

22. Public Opening of Financial Proposals (only for QCBS, FBS, and LCS)

22.1. After the technical evaluation is completed, the Procuring Agency shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark, or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing those Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

22.2. Financial Proposals shall be opened publicly in the presence of the Consultants representatives who choose to attend. The names of the Consultants and their technical scores shall be read aloud. The Financial Proposals of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information read out and recorded:

a) name of the Consultant;
b) points awarded to the Technical Proposal; and
c) total price of the Financial Proposal.

The prices also shall be written on a notice board for the public to copy

22.3. The Procuring Agency shall prepare a record of the opening of the Financial Proposals, which shall include the information disclosed to those present in accordance with paragraph 22.2 above. The minutes shall include, as a minimum:

a) the assignment title and reference number;
b) the date, time and place of opening of the Financial Proposals;
c) the prices offered by the Consultants;
d) the name and nationality of each Consultant;
e) the names of attendees at the opening of the Financial Proposals, and of the Consultants they represent;
f) details of any complaints or other comments made by Consultants' representatives attending the opening of the Financial Proposals, including the names and signatures of the representatives making the complaint(s) and/or comment(s); and
g) the names, designations and signatures of the members of the Proposal Opening Committee.

22.4. The Consultants' representatives who are present shall be requested to sign the record. The omission of a representative's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Consultants who submitted Proposals.

23. Correction of Errors

23.1. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of any discrepancy between a partial amount and the total amount, or between words and figures, the formers shall prevail. In addition to the above corrections, as indicated under paragraph 15.1, activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal:

a) if the Time-Based form of Contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, and
b) if the Lump-Sum form of Contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

24. Conversion to Single Currency

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

25. Combined Quality and Cost Evaluation

25.1. In the case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

25.2. In the case of Fixed-Budget Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal within the budget and invite such Consultant to negotiate the Contract. Proposals that exceed the indicated budget will be rejected.

25.3. In the case of Least-Cost Selection, the Procuring Agency will select the lowest proposal among those that passed the minimum technical score and invite such Consultant to negotiate the Contract.

26. Negotiations

26.1. Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure to satisfy this requirement may result in the Procuring Agency proceeding to negotiate with the next- ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

27. Technical Negotiations

27.1. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, any suggestions made by the Consultant to improve the Terms of Reference, and the Special Conditions of Contract. The Procuring Agency and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated into the Contract as “Description of Services”. Special attention will be paid to defining clearly the inputs and facilities required from the Procuring Agency in order to ensure satisfactory implementation of the assignment. The Procuring Agency shall prepare minutes of the negotiations, which shall be signed by the Procuring Agency and the Consultant. The negotiations shall not substantially alter the original Terms of Reference or the terms of the Contract.

28. Financial Negotiations

28.1. If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Consultant's tax liability in Bhutan, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

28.2. In the cases of QCBS, Fixed-Budget Selection and the Least-Cost Selection methods involving time based Contracts, unless there are exceptional reasons the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

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

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

29. Availability of Professional Staff/ Experts

29.1. Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Procuring Agency expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the Professional staff will actually be available. The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

30. Conclusion of the Negotiations

30.1. Negotiations will conclude with a review of the draft Contract. To complete negotiations the Procuring Agency and the Consultant will initial the agreed Contract. If negotiations fail, the Procuring Agency shall inform the Consultant in writing of the reasons for termination of the negotiations and then shall invite the Consultant whose Proposal received the second highest combined technical and financial score to negotiate a Contract. Once negotiations commence with the second ranked Consultant the Procuring Agency shall not reopen the earlier negotiations.

31. Procuring Agency's Right to Accept or Reject Any or All Proposal

31.1. The Procuring Agency reserves the right to accept or reject any Proposal, and to annul the Request for Proposals process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants.

32. Letter of Intent to Award/Award of Contract

32.1. The Procuring Agency shall notify the concerned Consultant whose proposal has been selected in writing (as per the format in Section 4-hereafter called the Letter of Intent to award) that the Procuring Agency has intention to accept its proposal and the information regarding the name, address and amount of selected consultant shall be given to all other consultants who submitted the proposal. Such notification should be communicated in writing, including by cable, facsimile, telex or electronic mail to all the Consultants on the same day of dispatch. The Employer shall ensure that the same information is uploaded on their website on the same day of dispatch.

32.2. If no consultants submits any complaint pursuant to ITC 34 within a period of five (5) days of the notice provided under ITC 32.1,after completing negotiations the Procuring Agency shall award the Contract to the selected Consultant, and:

a) as soon as possible notify unsuccessful Consultants, and

b) publish a notification of award on the Procuring Agency's website.

32.3. The notifications to all unsuccessful Consultants, and the notification on the Procuring Agency's website, shall include the following information:

a) the assignment reference number;

b) the name of the winning Consultant and the total price offered in the Financial Proposal; and

c) the date of the award decision.

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

32.5. Following the decision to award the Contract to the selected Consultant, the parties shall enter into a written Contract binding on both parties. The Contract shall be compatible with the Applicable Laws of Bhutan. The Contract shall be signed by the duly authorized representatives of the parties and shall bear the date of signature.

32.6. Where both the parties do not sign the Contract simultaneously,

a) The Procuring Agency shall send to the selected Consultant two original copies of (1) the full agreed Contract and (2) the letter of acceptance (notification of award), each signed by its duly authorized representatives, with the date of signature;

b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall normally be not more than 15 days from the date of its receipt by the Consultant;

c) The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the letter of acceptance and return one copy of each to the Procuring Agency before the expiry of the deadline indicated in the letter of acceptance;

d) In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Contract shall be awarded to the next lowest evaluated Consultant. Such a failure shall be considered as withdrawal and the provisions of Clause 18.3 shall apply.

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

33. Confidentiality

33.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the RGoB's anti-fraud and corruption policy.

34. Complaint and Review

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

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

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

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

35. Debriefing by the Procuring Agency

35.1. On the receipt of employer's notification of intention to award referred to in ITC 32, an unsuccessful consultant has three (3) working days to make a written request to the employer for debriefing. The employer shall provide a debriefing to all unsuccessful consultants whose request is received within this deadline.

35.2. Where a request for debriefing is received within the deadline, the employer shall provide the debriefing within five (5) working days.

35.3. The employer shall discuss only such proposal and not the proposal of other consultants. The debriefing shall not include:

a) Point-by-point comparisons with another proposal; and

b) Information that is confidential or commercially sensitive to other Consultants.

35.4. The purpose of debriefing is to inform the aggrieved consultant of the reasons for lack of success, pointing out the specific shortcomings in its proposal without disclosing contents of other proposals.

INSTRUCTIONS TO CONSULTANTS
DATA SHEET

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

ITC Paragraph Reference	Details
1.1	Name of the Procuring Agency : **GovTech Agency** Method of selection: **Quality and Cost Based Selection Method**
1.2	Financial Proposal to be submitted together with Technical Proposal: **Yes,but in two separate documents/folder. Financial documents must be password protected. The password will be requested only after completion of technical proposal evaluation.** The name of the assignment is: **Enhancement of Government Data Center Operational and Maintenance Capabilities** The scope of the assignment and expected time of its completion are: **Refer TOR**
1.3	A pre-proposal conference will be held: **No** The Procuring Agency 's representative is: **Dodrup Wangchuk Sherpa** Address:**GovTech Agency, Thimphu Bhutan** Telephone: +975 77324679 E- mail: dodrupws@tech.gov.bt
1.4	The Procuring Agency will provide the following inputs and facilities: –
4.1 e	The consultant shall submit a signed Integrity Pact: ***Yes***
7.1	Proposals must remain valid **60** days after the submission date,
11.2	Clarifications may be requested not later than **3** days before the submission date. The address for requesting clarifications is: dodrupws@tech.gov.bt / tcheki@tech.gov.bt
11.3	A pre-proposal meeting **will not** be conducted.
12.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: **No**

12.3 (b)	The estimated number of professional staff-months required for the assignment is: as mentioned is: **As per Term of Reference.**
13.1	Proposals shall be submitted in the following language: **English Only**
14.1	The format of the Technical Proposal to be submitted is: **For FULL TECHNICAL PROPOSAL (FTP):** **1st Folder with the Technical Proposal:** 1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-2 4. TECH-3 5. TECH-4 6. TECH-5 7. TECH-6
	AND **2nd Folder with the Financial Proposal(password Protected)** 1. FIN-1 2. FIN-2 3. FIN-3 4. FIN-4
14.5	The format of the Technical proposal to be submitted is: **FTP**
15.1	[*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*] 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.
15.2	A Price Adjustment provision applies to remuneration rates: **No**
15.3	Consultant to state local cost in **INR or USD**
16.1	Information on the Consultant's tax obligations in the Client's country can be found through ***DRC Website***
17.3	The Consultant must submit the proposal through mail as Follows: **ONE FOLDER TECHNICAL PROPOSAL and** **ANOTHER FOLDER FINANCIAL PROPOSAL (Financial should be Password PROTECTED)**

<table>
<tr><td>17.4</td><td>The Proposal submission address is: dodrupws@tech.gov.bt

Proposals must be submitted no later than the following date and time: 28th November 2026, 11:59PM BST</td></tr>
<tr><td>21.1</td><td>Criteria, sub-criteria and the points system for the evaluation of Technical Proposals
Are: As per TOR

The criteria, sub-criteria and points system for the evaluation of Technical Proposals are as follows:

<table>
<tr><th>#</th><th>Evaluation Criterion / Sub-criterion</th><th>Points</th></tr>
<tr><td>i</td><td>Specific Experience of the Consultant Relevant to the Assignment</td><td>5</td></tr>
<tr><td>ii</td><td>Adequacy of the Proposed Work Plan and Methodology in responding to the Terms of Reference</td><td>15</td></tr>
<tr><td>ii-a</td><td>Technical Approach and Methodology</td><td>12</td></tr>
<tr><td>ii-b</td><td>Work Plan</td><td>3</td></tr>
<tr><td>iii</td><td>Key Professional Staff Qualifications and Competence for the Assignment</td><td>80</td></tr>
<tr><td>iii-a</td><td>General Qualification</td><td>16</td></tr>
<tr><td>iii-b</td><td>Adequacy for the Assignment</td><td>64</td></tr>
<tr><td></td><td>Total Points</td><td>100</td></tr>
</table></td></tr>
<tr><td></td><td>The minimum technical score St required to pass is : 75 Points</td></tr>
<tr><td>24.1</td><td>The single currency for price conversions is Bhutanese Ngultrum (BTN).
The source of official selling rates is the Royal Monetary Authority of Bhutan. The date of exchange rates is: <u>Financial Opening Date.</u></td></tr>
</table>

25.1	The formula for determining the financial scores is the following: Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: T = **0.8, and** **P = 0.2**
26.1	Expected date and address for contract negotiations: 5th December, 2026
32.7	Expected date for commencement of consulting services: [10th Dec 2026] at: Thimphu, Bhutan

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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

Checklist of Required Forms

Required for FTP or STP ✓		FORM	DESCRIPTION	*Page Limit*
FTP	**STP**			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	*For FTP limit up to 40 pages And For STP limit up to 10 pages*
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓ If applicable		TECH-7	Drawings/Specifications	
✓	✓	TECH-8	Integrity Pact	

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

Form TECH-1

Technical Proposal Submission Form

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

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

{OR

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

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.

b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 7.1.

c) We have no conflict of interest in accordance with ITC 2.

d) We meet the eligibility requirements as stated in ITC 8, and we confirm our understanding of our obligation to abide by the RGoB's policy in regard to Fraud and Corruption as per ITC 4.

e) We, including any sub consultants for any part of the Contract, have nationalities from eligible countries in accordance with ITC Sub-Clause 5.1;

f) Except as stated in the Data Sheet, 29, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 14.4 and ITC 29, may lead to the termination of Contract negotiations.

g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 32.7 of the Data Sheet. We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain, Yours sincerely,

Authorized Signature *{In full and initials}:* _____ Name and Title of Signatory: ___ Name of Consultant (company's name or JV's name):
In the capacity of: _____

Address: _____
Contact information (phone and e-mail): _____

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

Form TECH-2 (for Full Technical Proposal Only) Consultant's Organization and Experience

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

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Form TECH-3 (for Full Technical Proposal)

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

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

Form TECH-4 (for Full Technical Proposal Only)

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

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

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

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

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

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

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

Form TECH-4 (for Simplified Technical Proposal Only)

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

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

{Suggested structure of your Technical Proposal}

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

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

c) ***Comments (on the TOR and on counterpart staff and facilities)*** Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

Form TECH-5 (for FTP and STP)

Work Schedule and planning for deliverables

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

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

Form TECH-6 (for FTP and STP)

Team Composition, Assignment, and Key Experts' inputs

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

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC 21.1

2 Months are counted from the start of the assignment/mobilization. For each staff indicate separately staff input for home and field work.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input Part time input

Form TECH-6 (Continued)

CURRICULUM VITAE (CV)

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

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

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

Period	**Employing organization and your title/ position. Contact information for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005- present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel……/e-mail……; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail ……., phone……)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert Signature
Date

{day/month/year}

Name of authorized Signature
Date
Representative of the Consultant (the same who signs the Proposal)

FORM TECH-7 DRAWINGS/SPECIFICATIONS
(if applicable)

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

FORM TECH-8 INTEGRITY PACT INTEGRITY PACT

1. General:

Whereas the Head of the Procuring Agency of the Royal Government of Bhutan, hereinafter referred to as the “Employer” on one part, and Business[1] registered with the authority concerned, hereinafter referred to as the “Bidder” on the other part hereby shall execute this pact as follows:

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

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

2. Objectives:

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

2.1. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and

2.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

3. Scope:

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

4. Commitments of the Employer:

The Employer commits itself to the following:

4.1. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

4.2. The Employer hereby confirms that its officials shall declare conflict of interest and if any official(s) or his or her relative or associate has a private or personal interest in a decision to be taken by the Employer, those officials shall not vote or take part in a proceeding or process of the Employer relating to such decisions.

4.3. Officials of the Employer, who may have observed or noticed or have reasonable suspicion of person(s) who breaches or attempts to breach the conditions under clauses 4.1 and 4.2.shall report it to the Employer or the authority concerned.

4.4. Following report on breach of conditions under clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings or any other action as deemed fit, shall be initiated by the Employer including criminal proceedings and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

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

5.1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.

5.2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.

5.3. If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been breached by the Employer or other bidders, the bidder shall report such breach to the Employer or authority concerned.

6. Sanctions:

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

7. Monitoring and Administration:

7.1. The respective Employer shall be responsible for administration and monitoring of the IP as per the relevant laws.

7.2. The Bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

---

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

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

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

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

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

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

EMPLOYER BIDDER/REPRESENTATIVE

CID : CID :

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

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

FIN-1 Financial Proposal Submission Form FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Re-imbursable expenses

Form FIN-1
Financial Proposal Submission Form

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

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

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

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

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

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

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

Yours sincerely,

Authorized Signature {In full and initials}: _____ Name and Title of Signatory: _____ In the capacity of: _____ Address: _

E-mail: _____

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

Form FIN-2 Summary of Costs

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

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 15.3).

FORM FIN-3 Breakdown of Remuneration

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration								
No.	**Name**	**Position (as in TECH-6)**	**Person-month Remuneration Rate**	**Time Input in Person/ Month** (from TECH-6)	{*Currency # 1- as in FIN-2*}	{*Currency # 2- as in FIN-2}*	{*Currency # 3- as in FIN-2*}	{*Local Currency- as in FIN-2}*
	Key Experts							
K-1			[*Home*]					
			[*Field*]					
K-2								
	Non-Key Experts							
N-1			[*Home*]					
N-2			[*Field*]					
				Total Costs				

APPENDIX A. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

1. Review of Remuneration Rates

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

Leave cost as percentage of salary =
Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

(v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff,

research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

SAMPLE FORM

Consultant: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) he away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) he factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative Date Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges (Model Form I)

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/ Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/ Day/ Hour	Proposed Fixed Rate per Working Month/ Day/ Hour[1]
Home Office									
Client's Country									

{* If more than one currency is used, use additional table(s), one for each currency}

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

Form FIN-4 Breakdown of Reimbursable Expenses

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
N°	**Type of Reimbursable Expenses**	**Unit**	**Unit Cost**	**Quantity**	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency - as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
	.....							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend*:*
"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

STANDARD FORM: LETTER OF INTENT

(Letterhead paper of the Employer)

otes 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.

N

(*Insert date*)

To:----------[*Name and address of the Consultant*]

This is to notify you that, it is our intention to award the contract for your proposal dated [*Insert date*] for provision of (*modify as appropriate*)---------- [*Insert name of the contract and identification number, as given in the Datasheet*] for the Contract Price of----------[*Insert name of currency*] as corrected and modified[*if any corrections*] in accordance with the Instructions to Consultant.

Authorized Signature: ----------

Name and Title of Signatory:----------

Name of Agency: ----------

CC:
[Insert name and address of all other Consultants who submitted the Proposals]

SECTION 5. TERMS OF REFERENCE

Attached: TERMS OF REFERENCE (ToR) -
Firm to Enhance Government Data Center Operational and Maintenance Capabilities

SECTION 6. ELIGIBLE COUNTRIES

In reference to ITC 5.1 for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 5.1 (a): _____ relations *or* state “none”] [list country/countries RGoB prohibits commercial

Under the ITC 5.1 (b):_____[list country/countries *or* indicate “none”]

SECTION 7: STANDARD FORMS OF CONTRACT

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

Two standard forms of Contract are provided:

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

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

The attached Form of Contract shall be used.

ANNEX II: STANDARD FORM OF CONTRACT: CONSULTING SERVICES (TIME-BASED CONTRACT)

STANDARD FORM OF CONTRACT

Consulting Services
Time-Based

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PREFACE

1. This Standard Contract for Consulting Services has been prepared for use by Procuring Agencies when they hire a consulting firm (referred to hereinafter as the Consultant) for complex consulting assignments for which remuneration is being determined on the basis of the time actually spent by the Consultant in carrying out the services.

2. The Standard Contract consists of four parts: the Form of Contract to be signed by the Procuring Agency and the Consultant, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. Parties using this Standard Contract should note that the General Conditions must not be modified. Clauses in the Special Conditions should be dealt with as specified in the notes in *italics* provided for the individual clauses.

3. This Time-based form of Contract is appropriate when, for example, it is difficult to define the scope and the length of Services, they are related to activities by others which are outside the control of the Consultant, or the ouputs of the Consultant are difficult to assess in advance. This type of Contract is widely used for long term assignments, complex studies, supervision of construction, advisory services, and capacity building programmes. Payments are based on agreed hourly, daily, weekly or monthly rates for staff (who are normally named in the Contract) and on reimbursable items using actual expenses and/or agreed unit prices. The rates for staff include salary, social costs, overhead, fee (profit), and, where appropriate, special allowances. This type of Contract shall include a maximum amount of total payments to be made to the Consultant. This ceiling amount should include a contingency allowance for unforeseen work.

CONTRACT FOR CONSULTING SERVICES

Time-Based

Between

[Name of the Procuring Agency]

and

[Name of the Consultant]

Dated:

I. Form of Contract

Time-Based

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

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

[***Note**: If the Consultant consists 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 he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   I. The General Conditions of Contract;
   II. The Special Conditions of Contract;
   III. The following Appendices: [***Note**: If any of these Appendices are not used, the words "Not Used" should be inserted below, next to the title of the Appendix*]

Appendix A: Description of Services	*[Not used]*
Appendix B: Reporting Requirements	*[Not used]*
Appendix C: Personnel and Sub-Consultants – Hours of Work for Key Personnel	*[Not used]*
Appendix D: Cost Estimates in Foreign Currency	*[Not used]*
Appendix E: Cost Estimates in Local Currency	*[Not used]*
Appendix F: Duties of the Procuring Agency	*[Not used]*
Appendix G: Form of Advance Payments 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

23 General Provisions

1.1. Definitions	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: 24 **Applicable Laws of Bhutan:** The laws and any other instruments having the force of law in Bhutan 25 **Consultant:** An individual or a legal entity entering into a Contract to provide the Services to the Procuring Agency under the Contract. 26 **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. 27 **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. 28 **Day:** A calendar day. 29 **Effective Date:** The date on which this Contract comes into force and effect pursuant to Clause GC 2.1. 30 **Foreign Currency:** Any currency other than Bhutanese Ngultrum (BTN). 31 **GC:** These General Conditions of Contract. 32 **Government:** The Royal Government of Bhutan (RGoB). 33 **In Writing:** Communicated in written form (eg by mail, electronic mail, fax, telex) with proof of receipt. 34 **Local Currency:** Bhutanese Ngultrum (BTN). 35 **Member:** Any of the entities that make up the jointventure/ consortium/association; and “Members” means all these entities. 36 **Party:** The Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them. 37 **Personnel:** Professional and support staff provided by the Consultant or by any Sub-Consultants 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).

	29 **Procuring Agency:** RGoB agency with which the selected Consultant signs the Contract for the Services. 30 **Reimbursable Expenses:** All assignment-related costs other than Consultant's remuneration. 31 **SC:** The Special Conditions of Contract by which the GC may be amended or supplemented. 32 **Services:** The work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. 33 **Sub-Consultant:** Any person or entity to whom/which the Consultant subcontracts any part of the Services. 34 **Third Party:** Any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-Consultant.
1.2. Relations Between the Part	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3. Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties, shall be governed by the relevant Laws of Bhutan.
1.4. 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.
1.5. Headings	The headings shall not limit, alter or affect the meaning of this Contract.
1.6. Notices	• 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. • 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.
1.7. 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.
1.8. Authority of Meml in Charge	In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

1.9. 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.
1.10. Taxes and Duties	The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Laws of Bhutan as are specified in the SC.
1.11. Fraud and Corruption	
1.11.1. 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.[8] In pursuance of this policy, the RGoB: 33 defines, for the purposes of this provision, the terms set forth below as follows: 33.1. "corrupt practice"[9] means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value[10] to influence improperly the actions of another party; 33.2. "fraudulent practice"[11] means any 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; 33.3. "collusive practice"[12] means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; 33.4. "coercive practice"[13] 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; 33.5. "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

- In this context, any action taken by a Consultant, Sub-Consultant or the Personnel of either of them to influence the process of contract execution for undue advantage is improper.
- "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.
- "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 whatsoev- er, 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.
- 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.
- "parties" refers to participants in the procurement process (including public officials) and an "improper purpose" includes attempt- ing to establish proposal prices at artificial, non competitive levels.
- a "party" refers to a participant in the procurement process or contract execution.

	(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 3.6.
1.11.2. Measures to be Taken	(a) 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; (a) 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; (a) 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.
1.11.3. Commissions a Fees	(a) 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 the 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.

24 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. Termination of Contract for Failu to Become Effecti	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3. Commencement o Services	The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4. Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as is specified in the SC.
2.5. Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
2.6. Modifications o 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. Pursuant to Clause GC 7.2 hereof. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.7. Force Majeure	
2.7.1. Definition	✓ For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Royal Government of Bhutan agencies. ✓ Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and to avoid or overcome in the carrying out of its obligations hereunder. ✓ Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
2.7.2. No Breach of Contract	The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
2.7.3. Measures to be Taken	(a) Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

	● A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. ● 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. ● During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency , shall either: ○ demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incur, and, if required by the Procuring Agency , in reactivating the Services; or ○ Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. ● In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.
2.8 Suspension	The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
2.8. Termination	
2.8.1. 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 (g) of this Clause GC 2.9.1. 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 case of the event referred to in paragraph (g) of this Clause GC 2.9.1. (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Agency may have subsequently approved in writing.

	● If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary. ● If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof. ● If the Consultant, in the judgment of the Procuring Agency, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract. ● If the Consultant submits to the Procuring Agency a false statement which has a material effect on the rights, obligations or interests of the Procuring Agency . ● 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. ● If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
2.8.2. By the Consultant	The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the Procuring Agency , in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2. 1. 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. 2. 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. 3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof. 4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.
2.8.3. Cessation of Rights and Obligations	Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Laws of Bhutan.

2.8.4. Cessation of Services	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment, vehicles and/or materials furnished by the Procuring Agency, the Consultant shall proceed as provided respectively by Clauses GC 3.9 or GC 3.10 hereof.
2.8.5. Payment upon Termination	Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Procuring Agency shall make the following payments to the Consultant: ● remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and ● except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.
2.8.6. Disputes about Events of Termination	If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

25 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.

3.1.2. Law Governing Services	The Consultant shall perform the Services in accordance with the Applicable Laws of Bhutan and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the said Applicable Laws. The Procuring Agency shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs..
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.	l) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, 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 in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub- Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment. m) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines, and shall at all times exercise such responsibility in the best interests of the Procuring Agency. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
3.2.2. Consultant and Affiliates Not to Engage in Certain Activities	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, 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 that 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. Liability of the Consultant	Subject to additional provisions, if any, set forth in the SC, the Consultant's liability under this Contract shall be provided by the Applicable Laws of Bhutan.
3.5. Insurance to be Taken out by the Consultant	The Consultant (i) 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 specified in the SC, and (ii) 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 thereof have been paid.
3.6. Accounting, Inspection and Auditing	The Consultant (i) 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 (ii) shall periodically permit the Procuring Agency or its designated representative, for a period of up to five (5) years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Procuring Agency .
3.7. 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: r) Any change or addition to the Personnel listed in Appendix C. s) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Procuring Agency. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Procuring Agency to be incompetent or incapable in discharging their assigned duties, the Procuring Agency may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Procuring Agency, or to resume the performance of the Services itself. t) Any other action that may be specified in the SC.
3.8. Reporting Obligations	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. Final reports shall be delivered on CD ROM in addition to the hard copies specified in the said Appendix.

3.9. Documents Prepared by the Consultant to be Property of the Procuring Agency	All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Agency 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. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of the Procuring Agency. If license agreements are necessary or appropriate between the Consultant and third parties for the purposes of development of any such computer programs, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovery of the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.
3.10. Equipment, Vehicles and Materials Furnish by the Procuring Agency	Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.
3.11. Equipment and Materials Provided by the Consultant	Equipment or materials brought into Bhutan by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

26 Consultant's Personnel and Sub-Consultants

4.1. General	The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
4.2. Description of Personnel	(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Procuring Agency, his/her name is to be listed as well.

	2 If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Procuring Agency's written approval. 3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Procuring Agency and the Consultant. In case payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.
4.3. Approval of Personnel	The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Procuring Agency. In respect of other Personnel which the Consultant proposes to use in carrying out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Procuring Agency.
4.4. Working Hours, Overtime, Leave, etc.	3 Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside Bhutan shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in or after their departure from Bhutan as is specified in Appendix C hereto. 4 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto and, except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5. Removal and/or Replacement of Personnel	35 Except as the Procuring Agency may otherwise agree, no changes shall be made in the 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 Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications. 36 If the Procuring Agency (i) finds that any of the Personnel has committed serious misconduct or has 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 therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency. 37 Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to prior written approval by the Procuring Agency. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary effectively to be paid to the replacement person and the average salary effectively paid to the replaced person in the period six months prior to the date of replacement. Except as the Procuring Agency may otherwise agree, 37.1. the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and 37.2. the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
4.6. 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 such Services.

27 Obligations of the Procuring Agency

5.1. Assistance and Exemptions	Unless otherwise specified in the SC, the Procuring Agency shall use its best efforts to ensure that the Government shall: ● Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services. ● Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Bhutan.

	4 Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents. 5 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services. 6 Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Laws of Bhutan. 7 Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Laws of Bhutan, of bringing into Bhutan reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services. 8 Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.
5.2. Access to Land	The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to all land in Bhutan in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.
5.3. Change in the Applicable Laws Bhutan Related to Taxes and Duties	If, after the date of this Contract, there is any change in the Applicable Laws of Bhutan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).
5.4. Services, Facilities and Property of the Procuring Agency	(a) The Procuring Agency shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described 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 be 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(c) hereinafter.
5.5. Payment	In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make to the Consultant such payments and in such manner as is provided for in Clause GC 6 of this Contract.
5.6. Counterpart Personnel	4 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix F. 5 If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix F, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof. 6 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

28 Payments to the Consultant

6.1. Cost Estimates; Ceiling Amount	8. An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. An estimate of the cost of the Services payable in local currency is set forth in Appendix E. 9. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC. 10. Notwithstanding Clause GC 6.1(b) hereof if, pursuant to any of Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2. Remuneration and Reimbursab Expenses	[5] Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Procuring Agency shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract. [6] Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a). [7] Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c). [8] The remuneration rates referred to under paragraph (b) here above shall cover: • such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit- sharing shall not be allowed as an element of overhead), • the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and • the Consultant's fee. [9] Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable salaries and allowances are known. [10] Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month or twenty-two (22) days being equal to one month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).
6.3. Currency of Payment	Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in Ngultrum (BTN).

6.4. Mode of Billing and Payment	Billings and payments in respect of the Services shall be made as follows: 2. Within the number of days after the Effective Date specified in the SC, the Procuring Agency shall cause to be paid to the Consultant advance payments in foreign currency and in Ngultrum as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Procuring Agency of an advance payment guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee shall (i) remain effective until the advance payment has been fully set off, and (ii) be in the form set forth in Appendix G hereto, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off. 3. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses. 4. The Procuring Agency shall pay the Consultant's statements within sixty (60) days after the receipt by the Procuring Agency of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

i. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final statement shall be deemed approved by the Procuring Agency as satisfactory ninety (90) days after receipt of the final report and final statement by the Procuring Agency unless the Procuring Agency, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount which the Procuring Agency has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final statement approved by the Procuring Agency in accordance with the above.

ii. All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

iii. Payments in respect of remuneration or reimbursable expenses which exceed the cost estimates for these items as set forth in Appendices D and E may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Procuring Agency prior to being incurred.

iv. With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

29 Fairness and 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.
7.2. Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

30 Settlement of Disputes

8.1. Amicable Settlement	If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GC 8.2 shall apply.
8.2. Dispute Resolution	Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 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
1.4	The language is *[insert the language]*.
1.6	The addresses are: Procuring Agency : Attention : _____ Facsimile : _____ Consultant : _____ Attention : _____ Facsimile : _____
{1.8}	**{**The Member in Charge is *[insert name of member]***}** ***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 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.*
1.9	The Authorized Representatives are: For the Procuring Agency :_____ For the Consultant: ___
1.10	***Note**: While the reimbursement of duties and indirect taxes levied by the RGoB is not encouraged, the Procuring Agency must 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 they might have to pay (or that the Procuring Agency would pay such levies on behalf of the Consultant and the Personnel).* *The Consultant must be informed in Clause Reference 15.1 of the Data Sheet about which alternative the Procuring Agency wishes to apply.* 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:

	11 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; 12 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 there from by them; 13 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 ; 14 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: 14.1 the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual Customs procedures of Bhutan in importing property into Bhutan; and 14.2 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}	{The effectiveness conditions are the following: *[insert conditions]}* ***Note**: List here any conditions of effectiveness of the Contract, e.g., the Procuring Agency's approval of the Consultant's proposals for appointment of specified key staff members, receipt by the Consultant of advance payment and by the Procuring Agency of an advance payment guarantee (see Clause SC 6.4(a)), 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.*
2.2	The time period shall be *[insert time period, e.g.: four months]*.
2.3	The number of days shall be *[insert number of days, e.g.: 30]*.
2.4	The time period shall be *[insert time period, e.g.: twelve months]*.

3.4	*{Note: Proposals to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Agency. In this regard the parties should be aware of the relevant policy on this matter which is as follows:* *j) If the Parties agree that the Consultant's liability should simply be governed by the Applicable Laws of Bhutan, they should delete this Clause SC 3.4 from the SC.* *k) If the Parties wish to limit or to partially exclude the Consultant's liability to the Procuring Agency, they should note that, to be acceptable to the Procuring Agency, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Procuring Agency, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability should not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct. Consequently, the Procuring Agency could accept the following provisions with respect to the Consultant's liability, which the Parties could introduce here in the SC as Clause SC 3.4 as follows:* "3.4 Limitation of the Consultant's Liability towards the Procuring Agency • Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency's property, shall not be liable to the Procuring Agency : • for any indirect or consequential loss or damage; and • for any direct loss or damage that exceeds by *[insert a multiplier, e.g.: three]* times the total value of the Contract. (a) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services." *3. The Procuring Agency must not accept a provision to the effect that the Procuring Agency shall indemnify and hold harmless the Consultant against third party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Procuring Agency .***}**

3.5	The risks and the coverage shall be as follows: F. Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bhutan by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*; G. Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*; H. Professional liability insurance, with a minimum coverage of *[insert amount and currency]*; I. 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 J. 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. ***Note**: Delete what is not applicable.*
{3.7 (c)}	**{**The other actions are: *[insert actions]*.**}** ***Note**: If there are no other actions, delete this Clause SC 3.7. If the Services consist of or include the supervision of civil works, the following action should be inserted:* **{**taking any action under a civil works contract designating the Consultant as "Engineer" or similar position, for which action, pursuant to such civil works contract, the written approval of the Procuring Agency as "Employer " is required.**}**
{3.9}	***Note**: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.9 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, could be used:* **{**The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.} **{**The Procuring Agency shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.**}** **{**Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.**}**

{4.6}	**{**The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.**}** ***Note**: If there is no such manager, delete this Clause SC 4.6.*
{5.1}	***Note**: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.*
{5.1(g)}	***Note**: List here any other assistance to be provided by the Procuring Agency. If there is no such other assistance, delete this Clause SC 5.1(g).*
6.1(b)	The ceiling in foreign currency or currencies is: *[insert amount and currency for each currency]* The ceiling in local currency is: *[insert amount and currency]*
{6.2(a)}	***Note**: In order to adjust the remuneration for foreign and/or local inflation, a price adjustment provision may be included here if the Contract has a duration of more than 18 months or if the foreign or local inflation is expected to be high (eg above 5% per annum) or unpredictable. The adjustment should be made every 12 months after the date of the Contract unless inflation is high (eg above 5% per annum) or unpredictable, in which case more frequent adjustments may be made. Remuneration in foreign or local currency should be adjusted by using the relevant rate published by the National Statistical Bureau or similar Government Agency of Bhutan .*
6.2(b)	***Note 1**: Select the first Clause hereunder if Local Personnel are paid in Ngultrum only. Select the second Clause hereunder if the Local Personnel are paid in both foreign currency and Ngultrum.* *First Clause:* The rates for Foreign Personnel are set forth in Appendix D, and the rates for Local Personnel are set forth in Appendix E. *Second Clause:* The rates for Foreign Personnel and for the Local Personnel to be paid in foreign currency are set forth in Appendix D, and the rates for Local Personnel to be paid in Ngultrum are set forth in Appendix E. ***Note 2** (this Note 2 and the text set forth below between brackets **{ }** only apply when price **is not** an evaluation criterion in the selection of Consultants): According to paragraph 6.3 of the Instructions to Consultants, where price is not an evaluation criterion in the selection of Consultants the Procuring Agency must request the Consultant to submit certain representations about the Consultant's salary and related costs, which representations are then used by the parties when negotiating the applicable remuneration rates. In this case, the text set forth below should be used as Clause SC 6.2(b)(ii) in the SC.*

	{The remuneration rates have been agreed upon based on the representations made by the Consultant during the negotiation of this Contract with respect to the Consultant's costs and charges indicated in the form "Consultant's Representations regarding Costs and Charges" contained in the Appendix attached to Section 4 "Financial Proposal - Standard Forms" of the RFP, and submitted by the Consultant to the Procuring Agency prior to such negotiation. The agreed remuneration rates are evidenced in the form "Breakdown of Agreed Fixed Rates in Consultant's Contract," executed by the Consultant at the conclusion of such negotiations; a model of such a form is attached at the end of these SC as Model Form I. Should these representations be found by the Procuring Agency (either through inspections or audits pursuant to Clause GC 3.6 hereof or through other means) to be materially incomplete or inaccurate, the Procuring Agency shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Agency before any such modification, (i) the Procuring Agency shall be entitled to offset any excess payment against the next monthly payment to the Consultant, or (ii) if there are no further payments to be made by the Procuring Agency to the Consultant, the Consultant shall reimburse to the Procuring Agency any excess payment within thirty (30) days of receipt of a written claim by the Procuring Agency. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final statement approved by the Procuring Agency in accordance with Clause GC 6.4(d) of this Contract.}
6.2(c)	The Reimbursable expenses to be paid in foreign currency are set forth in Appendix D, and the Reimbursable expenses to be paid in Ngultrum are set forth in Appendix E.
6.3	The foreign currency [currencies] shall be the following: *36 [name of foreign currency]* *37 [name of foreign currency or currencies]* ***Note**: Add other foreign currencies, if required.*
6.4(a)	The following provisions shall apply to the advance payment and the advance payment guarantee: 12 An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in Ngultrum] shall be made within *[insert number]* days after the Effective Date. The advance payment will be set off by the Procuring Agency in equal installments against the statements for the first *[insert number]* months of the Services until the advance payment has been fully set off. 13 The advance payment guarantee shall be in the amount and in the currency of the [foreign] [local] currency portion of the advance payment.

{6.4(b)}	**{**The Consultant shall submit to the Procuring Agency itemized statements at time intervals of *[insert number of months]*.**}** ***Note****: Delete this Clause SC 6.4(b) if the Consultant shall have to submit its itemized statements monthly.*
6.4(c)	The interest rate is: *[insert rate]*.
6.4(e)	The accounts are: For foreign currency: *[insert account]*. For Ngultrum: *[insert account]*.
8.2	Disputes shall be settled by arbitration in accordance with the following provisions: 26 Selection of Arbitrators. 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: 26.1. Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five nominees. Upon receipt of such list, the Parties (commencing with the Procuring Agency when the list comprises an even number of nominees, and with the Consultant when the list comprises an odd number of nominees) shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. 26.2. 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.

5. 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.

6. 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.

7. 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.

8. 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.