REQUEST FOR PROPOSALS

RFP # GovTech/Pro-01/Tender/2026-27/32

GovStack Project

Department of Digital Infrastructure, GovTech Agency

Selection of Consultants for the Development of Foundational GovStack Blocks

SECTION 1: LETTER OF INVITATION

Ref#:GovTech/Pro-01/Tender/2026-27/32 **23rd November, 2026**

Dear Sir/Madam,

The **Department of Digital Infrastructure, GovTech Agency** invites proposals to provide the following consulting services: **The Development, Deployment and Integration of GovStack Building Blocks.** The assignment covers the design, development, deployment and integration of the Building Blocks, and their migration to GovCloud once it is ready. The implementation period for each Lot is five (5) months and three (3) months for integration ready services from the effective date of the contract, followed by a twelve (12) month Warranty Period. Consultants may submit proposals for one, two or all three Lots, with a separate technical and financial proposal for each Lot. More details on the services 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 (QCBS)** and procedures described in this RFP, in accordance with the Procurement Rules and Regulations 2025 of the Royal Government of Bhutan.

The Proposals are to be submitted electronically, as specified in the Data Sheet (ITC 17.6), no later than **05:00 PM Bhutan Standard Time on 7th December 2026.**

The procedural requirements for responding to this invitation are provided in the complete RFP document, which includes the following:
Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Eligible Countries

Please inform us in writing at the following address:

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

Address for responses:

Tshering Dorji, Project Manager: tsheringd@plantech.gov.bt
GovStack Member: pnamgay@plantech.gov.bt
Tshering Cheki, Asst.Procurement Officer: tcheki@plantech.gov.bt
GovTech Agency, Chubachu, Thimphu, Bhutan

Yours sincerely,



Tshering Cheki
Assistant Procurement Officer
GovTech Agency

SECTION 2: INSTRUCTIONS TO CONSULTANTS

Definitions

a) **Consultant:** An individual or a legal entity entering into a Contract to provide the required Consulting Services.

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

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

d) **Data Sheet:** Such part of the Instructions to Consultants used to reflect specific assignment conditions.

e) **Day:** A calendar day.

f) **Government:** Royal Government of Bhutan (RGoB).

g) **Instructions to Consultants (Section 2 of the RFP):** The document which provides the Consultants with all the information needed to prepare their Proposals.

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

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

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

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

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

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

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

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

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

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

1. Introduction

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

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

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

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

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

2. Conflict of Interest

2.1. The Procuring Agency and the RGoB requires that Consultants provide professional, objective and impartial advice, and at all times hold the Procuring Agency's 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 immediate family which includes father, mother, brother, sister, spouse and own children.

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

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

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

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

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

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

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

3. Unfair Advantage

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

4. Fraud and Corruption

4.1. It is RGoB policy to require that Consultants, their Sub-Consultants and the Personnel of them both observe the highest standards of ethics during the procurement and execution of contracts.[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 envelopes shall be clearly marked "WiThdraWal" or "subsTiTuTiOn" and

b) Received by the Procuring Agency prior to the deadline prescribed for submission of Proposals, in accordance with paragraph 17.6.

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

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

19. Opening of Technical Proposals

19.1. Immediately after the closing date and time for submission of Proposals any envelopes marked "Withdrawal" and accompanied by a properly authorized withdrawal notice shall be put aside, and stored safely and securely ready for return to the Consultant.

19.2. The Procuring Agency then shall open all remaining Technical Proposals, including any substitutions accompanied by a properly authorized substitution notice. The Financial Proposals shall remain sealed and securely stored.

20. Evaluation to be Confidential

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

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

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

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

21. Evaluation of Technical Proposals

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

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

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

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

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

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

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

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

22.4. The 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.

22.5. 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 ten(10) days of the notice provided under ITC 32.1,after completing negotiations the Procuring Agency shall award the Contract to the selected Consultant, and:

a) as soon as possible notify unsuccessful Consultants, and

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

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

a) the assignment reference number;

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

c) the date of the award decision.

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

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

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

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

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

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

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

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

33. Confidentiality

33.1. InformationrelatingtoevaluationofProposalsandrecommendations 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 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 Five (5) days from the date of issuance of letter of intent to award. In the first instance, the consultant who submits Proposal shall submit the complaint to the Employer.

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

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

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

35. Debriefing by the Procuring Agency

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

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

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

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

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

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

INSTRUCTIONS TO CONSULTANTS
DATA SHEET

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

ITC Paragraph Reference	Details
1.1	Name of the Procuring Agency : **Department of Digital Infrastructure (DDI), GovTech Agency, Royal Government of Bhutan** Method of selection: **Quality-and Cost Based Selection (QCBS)**
1.2	Financial Proposal to be submitted together with Technical Proposal: **Yes** The name of the assignment is: **Development of Foundational GovStack Building Blocks (GovStack Project)** The scope of the assignment and expected time of its completion are: **The scope of the assignment, the Lots and the expected time of completion are as set out in ToR Sections 1.2, 3, 5 and 6. A separate Technical Proposal and Financial Proposal shall be submitted for each Lot (ToR Section 9.1).**
1.3	A pre-proposal conference will be held: **No** The Procuring Agency's representative is: **Tshering Dorji** Address: **GovTech, Chubachu, Thimphu** Contact: **17609150** E-mail: **tsheringd@plantech.gov.bt**
1.4	The Procuring Agency will provide the inputs and facilities: **specified in the ToR and its Annexures**
4.1 e	The consultant shall submit a signed Integrity Pact: **Yes, using Form TECH-8. Submission is mandatory.**
7.1	Proposals must remain valid **sixty (60)** calendar days after the submission date, i.e. until **7th December 2026**
11.2	Clarifications may be requested not later than **Seven (7)** days before the submission date. The address for requesting clarifications is: **Department of Digital Infrastructure, GovTech Agency, Chubachu, Thimphu, Bhutan** **E-mail: tsheringd@plantech.gov.bt, tcheki@plantech.gov.bt and pnamgay@plantech.gov.bt**
11.3	A pre-proposal meeting **will not** be conducted
12.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: **Yes, Joint ventures and associations are subject to ToR Section 8.2.**
12.3 (b)	The estimated number of professional staff-months required for the assignment is: **8 months (5 months for development and 3 months for integration).**
13.1	Proposals shall be submitted in the following language: **English**
14.1	The Proposal shall comprise, for each Lot: Technical Proposal (separate PDF file): **Power of Attorney to sign the Proposal; Forms TECH-1, TECH-2, TECH-3, TECH-4, TECH-5 and TECH-6; Form TECH-8 (Integrity Pact); and the supporting documents required by ToR Section 8.1.** Financial Proposal (separate PDF file): **Forms FIN-1, FIN-2, FIN-3 and FIN-4.**
14.5	The format of the Technical proposal to be submitted is: **Full Technical Proposal (FTP).**
15.1	Reimbursable expenses: **Not applicable. The Contract is lump-sum (ToR Section 12.1), and the price shall include all costs. The evaluated price is defined in ToR Section 11.4.**
15.2	A Price Adjustment provision applies to remuneration rates: **No**
15.3	**All prices shall be stated in Bhutanese Ngultrum (BTN), as specified in ToR Section 12.2.**
16.1	Information on the Consultant's tax obligations in Bhutan can be obtained from the **Department of Revenue and Customs, Ministry of Finance, Royal Government of Bhutan. See also ToR Section 12.6.**
17.3	The Consultant must submit the original and **2** copies of the Technical Proposal, and the original of the Financial Proposal.

17.6	Submission Protocol: **Technical and financial proposals (both in PDF) must be submitted physically (printed copy) and electronically via email(s). The Technical and Financial Proposals (both in PDF) must be submitted electronically to the e-mail addresses below. [The Financial Proposal PDF shall be password-protected, and the password shall be provided only when requested by the Procuring Agency after the technical evaluation.]** Submission Emails: **tsheringd@plantech.gov.bt, cc: tcheki@plantech.gov.bt, pnamgay@plantech.gov.bt** Submission Address: **The Director, Department of Digital Infrastructure, GovTech Agency, Chubachu, Thimphu, Bhutan** Proposals must be submitted no later than the following date and time: **7th December, 2026 5:00 PM Bhutan Standard Time.**
21.1	Technical Evaluation: **The evaluation stages, criteria, sub-criteria, points system and minimum qualifying scores are as set out in ToR Sections 9 and 11 and Annexure 7.**
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 (ToR Section 11.4).** The weights given to the Technical and Financial Proposals are: **T = 0.8 and P = 0.2 (ToR Section 11.2).**
26.1	Expected date and address for contract negotiations: **30th December,2026, GovTech Agency, Chubachu, Thimphu, Bhutan.**
32.7	Expected date for commencement of consulting services: **1st February, 2027, at GovTech Agency, Chubachu, 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.	
(a) 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.	
(a) 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)	
(a) 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

(a) 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.

(b) Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

(c) List only previous <u>similar</u> assignments successfully completed in the last *[.....]* years.

(a) 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):

- Technical Approach and Methodology
- Work Plan
- 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-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:.....}												

(c) 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.

(d) Duration of activities shall be indicated in a form of a bar chart.

(e) 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 Proposal, and annex these hereto.]

FORM TECH-8 INTEGRITY PACT INTEGRITY PACT

1. General:

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

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

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

2. Objectives:

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

(a) 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

(b) 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:

(a) 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.

(b) 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.

(c) 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.

(d) 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 :

(a) 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.

(b) 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.

(c) 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:

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

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

(a) "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

(b) "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".

(c) "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.

(d) "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)

Notes on standard form of letter of Intent

This issuance of Letter of Intent is the information of the selection of the Proposal of the successful Consultant by the Employer and for providing information to other unsuccessful Consultants who participated in the Proposal as regards the outcome of the procurement process

The Employer shall allow 10 days as described in ITC 28.2 between this letter of intent and letter of acceptance to allow aggrieved Consultants to challenge your decision if they feel they have treated unfairly.

(*Insert date*)

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

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

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

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

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

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

SECTION 5. TERMS OF REFERENCE

The Terms of Reference for this assignment are provided as a separate document: Terms of Reference (ToR) for Development of Foundational GovStack Building Blocks, issued by the GovStack Core Team, Cross-Functional Team, WoGS Division, GovTech Agency, Royal Government of Bhutan, together with its Annexures 1 to 10.

The ToR and its Annexures form an integral part of this RFP. Where this RFP refers to a section of the ToR, the provisions of that section apply.

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:

Reference	Excluded countries
Under ITC 5.1 (a): countries with which the RGoB prohibits commercial relations	None
Under ITC 5.1 (b): countries subject to a decision of the UN Security Council under Chapter VII of the UN Charter	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.