

ii

STANDARD REQUEST FOR PROPOSALS

PROCUREMENT OF CONSULTING SERVICES  
(For value above Nu. 1 million)

Royal Government of Bhutan Ministry of Finance

2019



## **PREFACE**

This Standard Request for Proposals (SRFP) is based on the 2009 Procurement Rules and Regulations of the Royal Government of Bhutan. The SRFP must be used in the Procurement of Consulting Services, and can be used with different selection methods, i.e., quality and cost-based selection (QCBS), selection under a fixed budget (FBS) and least-cost selection (LCS). This document will come into effect from 1<sup>st</sup> July, 2019

To obtain further information on procurement you may contact:

Government Procurement and Property Management Division Department of National Properties  
Ministry of Finance Royal Government of Bhutan

## TABLE OF CONTENTS

<b>Section 1: Letter of Invitation</b>	<b>2</b>
<b>Section 2: Instructions to Consultants</b>	<b>3</b>
<b>Section 3. Technical Proposal - Standard Forms</b>	<b>29</b>
<b>Section 4. Financial Proposal - Standard Forms</b>	<b>43</b>
<b>Section 5. Terms of Reference</b>	<b>53</b>
<b>Section 6. Eligible Countries</b>	<b>54</b>
<b>Section 7: Standard Forms of Contract</b>	<b>55</b>
<b>Annex I: Standard Form of Contract: Consulting Services (Lump-Sum Contract)</b>	<b>56</b>
<b>Annex II: Standard Form of Contract: Consulting Services (Time-Based Contract)</b>	<b>82</b>



**REQUEST FOR PROPOSALS**  
**RFP: MoIT/DHS/DIR/ADM/2025-2026/336**

***Project Name*** : Preparation of Detailed Master Plan for Wangchhu River Corridor, ECRUL

***Procuring Agency*** DHS

***Title of Consulting Services*** (Preparation of Detailed Master Plan of Wangchhu River Corridor)



དཔལ་ལྷན་འབྲུག་གཞུང་། ལོ་རྒྱུ་ལྷན་ཁུངས་དང་ སྐྱེལ་འདྲན་ལྷན་ཁུངས་།  
ROYAL GOVERNMENT OF BHUTAN  
MINISTRY OF INFRASTRUCTURE AND TRANSPORT



གནེས་ཚགས་ལས་ཁུངས་།  
DEPARTMENT OF HUMAN SETTLEMENT  
THIMPHU: BHUTAN

MoIT/DHS/SSPD/Adm/2025-2026/111

March 25, 2026

To,  
CEO/Managers/Proprietors  
Firms

**Subject: Letter of Invitation for Wangchhu Corridor Design works**

Dear Sir/Madam,

The Department of Human Settlement invites proposals to provide the following consulting services: **Preparation of Detailed Master Plan and Construction Drawings for Wangchhu River Corridor**. 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 Method (QCBS) and procedures described in this RFP, in accordance with the latest Procurement Rules and Regulations in force of the Royal Government of Bhutan.

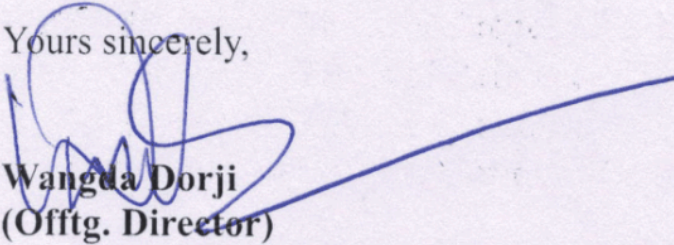
The Proposals are to be submitted at the latest by April 17, 2026 before or on 12:30 PM Bhutan Standard Time and the Technical Proposals will be opened on April 17, 2026 at 01:00 PM Bhutan Standard Time.

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

1. Section 1 - Letter of Invitation
2. Section 2 - Instructions to Consultants (including Data Sheet)
3. Section 3 - Technical Proposal - Standard Forms
4. Section 4 - Financial Proposal - Standard Forms
5. Section 5 - Terms of Reference
6. Section 6 - Eligible Countries
7. Section 7 - Standard Forms of Contract [ Lump sum Contract]

The sealed technical proposal and financial bid must be delivered to the office of Director, DHS, MoIT, Thimphu on or before **12.30 PM** (Bhutan Standard Time), April 17, 2026 and will be publicly opened on the same day at **01:00 PM** in the conference hall of DHS, MoIT, Thimphu in presence of Tender committee members. For any updates and clarifications, bidders are asked to visit our website regularly or contact the focal person.

Yours sincerely,

  
**Wangda Dorji**  
(Offtg. Director)  
Department of Human Settlement, MoIT  
194 Chang Lam SE, Thim Throm

## 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 advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment, or otherwise to provide any other services during the preparatory stages of the assignment or of the project of which the assignment forms a part, shall not be hired for the assignment in question

- c) Conflicting Relationships:
  - (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 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.<sup>1</sup> 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”<sup>2</sup> means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value<sup>3</sup> to influence improperly the actions of another party;
    - (ii) “fraudulent practice”<sup>4</sup> 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”<sup>5</sup> 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”<sup>6</sup> 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;

- 1 In this context, any action taken by a Consultant, Sub-Consultant or the Personnel of either of them to influence the procurement process or contract execution for undue advantage is improper.
- 2 “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.
- 3 “anything of value” includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.
- 4 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.
- 5 “parties” refers to participants in the procurement process (including public officials) and an “improper purpose” includes attempting to establish proposal prices at artificial, non competitive levels.
- 6 a “party” refers to a participant in the procurement process or contract execution.

- (v) “obstructive practice” means:
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under sub-paragraph d below of this paragraph 4.1.
- b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- c) will sanction a Consultant or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
- d) will have the right to require that a provision be included in Requests for Proposals and in contracts financed by the RGoB, requiring Consultants and their Sub-Consultants to permit the Procuring Agency, any 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.

**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
- Section 7 - Standard Forms of Contract

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 Sheet** 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 Sheet**, 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 Sheet**.

**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 all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".
- 17.3. The Technical Proposal shall be marked "Original" or "COpy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in paragraph 17.6 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.
- 17.4. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TeChniCal prOpOsal" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FinanCial prOpOsal" followed by the reference number and name of the assignment, and with a warning "**Do Not opeN With the techNical proposal.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked "**CONFIDENTIAL – Do Not opeN, except iN the preseNce of the appoiNteD opeNiNg official(s), Before** *[insert the time and date of the submission deadline indicated in the Data Sheet]*". The Procuring Agency shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 17.5. All inner envelopes shall:
- a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant;
  - b) be marked "ORIGINAL" or "COPIES"; and

- c) indicate the name and address of the Consultant to enable the Proposal to be returned unopened in case it is declared late pursuant to paragraph 17.6 hereunder.

17.6. All inner and outer envelopes shall be sealed with adhesive or other sealant, which will prevent re-opening. The Proposals shall be delivered by hand or by registered post in sealed envelopes to the address/addresses indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 11.4. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened.

#### **18. Withdrawal and Substitution of Proposals**

18.1 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.

18.2 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 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:  $S = St \times T\% + Sf \times P\%$ . 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. 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 : <u>Department Of Human Settlement, MoIT</u> Method of selection: <u>Quality and Cost Based Selection Method (QCBS)</u>
1.2	Financial Proposal to be submitted together with Technical Proposal: <u>Yes, in two separate envelopes</u>  The name of the assignment is: <b>Preparation of Detailed Master Plan and Construction Drawings for Wangchhu River Corridor</b>  The scope of the assignment and expected time of its completion are: <b>As specified in the Terms of Reference</b>
1.3	A pre-proposal conference will be held: <b>yes</b> The Procuring Agency 's representative is: <b>Director</b> Address: <b>Department of Human Settlement, Ministry of infrastructure and Transport, Post Box 129, Thimphu.</b>  Telephone: <b>+975-335799/322182</b> Facsimile: <b>+975-335799</b> E-mail: <u>wdorji@moit.gov.bt</u>
1.4	The Procuring Agency will provide the following inputs and facilities: <b>As prescribed in the Terms of Reference (TOR)</b>
4.1 e	The consultant shall submit a signed Integrity Pact: <b>YES</b>
7.1	Proposals must remain valid <b>60 days</b> days after the submission date, i.e. until: <u>    </u> September, 2026
11.2	Clarifications may be requested not later than <u>7</u> days before the submission date.  The address for requesting clarifications is: <u>Mr. Nima Dorji, Spatial and Strategic Planning Division, Department of Human Settlement, MoIT</u>  Facsimile: <u>+975-335799</u> E-mail: <u>nimad@moit.gov.bt</u>
11.3	A pre-proposal meeting <b>will</b> be conducted on April 6, 2026 at 4:00 PM BTT (Bhutan Standard Time)
12.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: <b>No</b>

<b>12.3 (b)</b>	The estimated number of professional staff-months required for the assignment is:  <b>The firms shall submit estimated man-months required to complete the assignment as specified in the TOR.</b>
<b>13.1</b>	Proposals shall be submitted in the following language: <u>English</u>
<b>14.1</b>	The format of the Technical Proposal to be submitted is: <i>[Keep the required format and delete the other]</i>  <b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b> <b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b> <ol style="list-style-type: none"><li>1. Power of Attorney to sign the Proposal</li><li>2. TECH-1</li><li>3. TECH-4</li><li>4. TECH-5</li><li>5. TECH-6</li><li>6. TECH-8</li></ol>

	<p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b></p> <ol style="list-style-type: none"> <li>1. FIN-1</li> <li>2. FIN-2</li> <li>3. FIN-3</li> </ol>
<b>14.5</b>	The format of the Technical proposal to be submitted is: <b>Full Technical Proposal (FTP)</b>
<b>15.1</b>	<b>There shall be no reimbursable expenses payment. All costs associated with expenditures such as per diem allowance, transport, office space, field verification and data collection, communications, printing plus stationeries, etc. should be included within the fee for consultancy under remunerations and overhead charges.</b>
<b>15.2</b>	A Price Adjustment provision applies to remuneration rates: <b>Not Applicable</b>
<b>15.3</b>	Consultant to state local cost in Ngultrum: Yes
<b>16.1</b>	Information on the Consultant's tax obligations in the Client's country can be found in the <b>Latest Rules on the Income Tax Act and Taxes and Levies Act of Bhutan, Ministry of Finance.</b> ( <a href="https://www.mof.gov.bt/">https://www.mof.gov.bt/</a> )
<b>17.3</b>	The Consultant must submit the one original and <b>one (1) identical copy</b> copies of the Technical Proposal, and the one original of the Financial Proposal.

<p><b>17.6</b></p>	<p>The Proposal submission address is: <b>Director, Department of Human Settlement, Ministry of Infrastructure and Transport</b></p> <p>Proposals must be submitted no later than the following date and time: April 17, 2026 on or before 12:30 pm Bhutan Standard Time (BTT)</p>
<p><b>21.1</b></p>	<p>Criteria, sub-criteria and the points system for the evaluation of Technical Proposals are:</p> <p>(i) <b>Experience of the Consulting Firm- 20 points</b> <span style="float: right;"><u>Points</u></span></p> <p>Experience of the consulting firm with the following experiences;</p> <ul style="list-style-type: none"> <li>● Five or more similar assignments <b>[20 points]</b></li> <li>● Three to Four similar assignments <b>[15 points]</b></li> <li>● Two similar assignments <b>[10 points]</b></li> <li>● One similar assignments <b>(5 points)</b></li> </ul> <p>*Assignments of similar-scaled landscape projects including linear parks, river front development, river corridor, greenway and river walk design, and riparian and restoration projects.</p> <p>Proof of project completion must be included for each project.</p> <p>(ii) <b>Technical Proposal-20 points</b></p> <p>The technical design approach and methodology will be evaluated based on the methodology submitted by the firm:</p> <ul style="list-style-type: none"> <li>○ Methodology fully addresses all tasks specified under the TOR and elaborates the approaches for stakeholder consultations, review of documents, site visits, sourcing of data, analysis, etc. (15 Points)</li> <li>○ Work Plan Schedule indicating the key milestones and tasks to achieve the scope of work as per the project duration specified under the TOR (5 points)</li> </ul> <p style="text-align: right;">Total points for criterion (ii): <span style="float: right;">[20]</span></p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p>a) Team Leader <span style="float: right;">[15]</span></p> <p>Qualifications (7.5 points): Masters of Landscape Architecture - 10 or more years - 7.5 points. A Master of Landscape Architecture with less than 10 years will be considered technically ineligible. A winning firm must replace the key staff with equivalent or higher key staff.</p> <p>* Degree certificate to be submitted with a letter of experience from the employer.</p> <p style="text-align: center;">AND</p> <p>Adequacy for the assignments (7.5 points):</p>

No. of Projects as a Project Manager/Team Lead in Landscape Architecture:  
5 or more projects - 7.5 points;  
3-4 projects - 5 points;  
Less than 3 projects - 3 points.  
\* Proof of completion of each project must be included\*.

b) [Landscape Architect-1]- 10 points

[10]

Qualification (5 points):

Masters of Landscape Architecture - 5 or more years of experience- 5 points.  
A Master of Landscape Architecture with less than 5 years will be considered technically ineligible. A winning firm must replace the key staff with equivalent or higher key staff.

OR

Bachelor of Landscape Architecture:  
7 or more years of experience in landscape projects - 5 points.  
A Bachelor of Landscape Architecture with less than 7 years will be considered technically ineligible. A winning firm must replace the key staff with equivalent or higher key staff.

\* Degree certificate to be submitted with a letter of experience from the employer.

AND

Adequacy for the assignments (5 points):  
No. of Projects in Landscape Architecture projects:  
5 or more projects - 5 points;  
3-4 projects - 4 points;  
Less than 3 projects - 3 points.  
\* Proof of completion of each project must be included\*

c) [Landscape Architect-2]- 10 points

[10]

Qualification (5 points):

Masters of Landscape Architecture - 5 or more years of experience- 5 points.  
A Master of Landscape Architecture with less than 5 years will be considered technically ineligible. A winning firm must replace the key staff with equivalent or higher key staff.

OR

Bachelor of Landscape Architecture:  
7 or more years of experience in landscape projects - 5 points.

A Bachelor of Landscape Architecture with less than 7 years will be considered technically ineligible. A winning firm must replace the key staff with equivalent or higher key staff.

\* Degree certificate to be submitted with a letter of experience from the employer.

AND

Adequacy for the assignments (5 points):

No. of Projects in Landscape Architecture projects:

5 or more projects - 5 points;

3-4 projects - 4 points;

Less than 3 projects - 3 points.

\* Proof of completion of each project must be included\*

[5]

d) [Architect]- 5 points

Qualification (2.5 points):

Masters of Architecture -

5 or more years of experience - 2.5 points.

A Master of Architecture with less than 5 years will be considered technically ineligible. A winning firm should replace the key staff with equal or better key staff.

OR

Bachelors of Architecture:

7 or more years of experience- 2.5 points.

A Bachelor of Architecture with less than 7 years will be considered technically ineligible. A winning firm must replace the key staff with equivalent or higher key staff.

\* Degree certificate to be submitted with a letter of experience from the employer.

AND

Adequacy for the assignments (2.5 points):

No. of Projects in Landscape Architecture projects:

5 or more no. of projects - 2.5 points;

3-4 projects - 2 points;

Less than 3 projects - 1.5points.

\* Proof of completion of each project must be included\*

f) [Civil Engineer 1]- 5 points

Qualification (2.5 points):

Masters of Civil Engineering -

5 or more years of experience - 2.5 points.

A Master of Civil Engineering with less than 5 years will be considered technically

[5]

ineligible. A winning firm should replace the key staff with equal or better key staff.

OR

Bachelors of Civil Engineering:

7 or more years of experience - 2.5 points.

A Bachelor of Civil Engineering with less than 7 years will be considered technically ineligible. A winning firm must replace the key staff with equivalent or higher key staff.

\* Degree certificate to be submitted with a letter of experience from the employer.

AND

Adequacy for the assignments (2.5 points):

No. of Projects in Landscape Architecture Projects:

5 or more no. of projects - 2.5 points; 3-4 projects - 2 points;

Less than 3 projects - 1.5 points.

\* Proof of completion of each project must be included\*

g) [Electrical Engineer -2]- 5 points

Qualification (2.5 points):

Masters of Electrical Engineering -

5 or more years of experience -

2.5 points.

A Master of Electrical Engineering with less than 5 years will be considered technically ineligible.

OR

Bachelors of Electrical Engineering:

7 or more years of experience - 2.5 points.

A Bachelor of Electrical Engineering with less than 7 years will be considered technically ineligible.

\* Degree certificate to be submitted with a letter of experience from the employer.

AND

Adequacy for the assignments (2.5 points):

No. of Projects in Landscape Architecture Projects:

5 or more no. of projects - 2.5 points; 3-4 projects - 2 points;

Less than 3 projects - 1.5 points.

\* Proof of completion of each project must be included\*

Total points +for criterion (iii):

[50]

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1. General qualifications [50%]
2. Adequacy for the assignment [50%]

Total weight: 100%

(iv) Suitability of the transfer of knowledge (training) program:

*[Normally not to exceed 10 points, although when transfer of knowledge is a particularly important component of the assignment more than 10 points may be allocated; the following sub-criteria may be provided]*

- a) Relevance of training program [0]
- b) Training approach and methodology [0]
- c) Qualifications of experts and trainers [0]

Total points for criterion (iv): [0]

	<p>(v) Participation by Bhutanese nationals among proposed key staff-10 Points [10]</p> <ul style="list-style-type: none"> <li>o 2 or more key experts (10 points)</li> <li>o 1 key experts (5 points)</li> <li>o 0 key experts (0 point)</li> </ul> <p>* The national key experts could preferably be the horticulturist, architect, and civil engineer who could bring in the local insight.</p> <p style="text-align: right;">Total points for the five criteria 100</p>
	<p>The minimum technical score St required to pass is: <u>70</u> Points</p>
	<p><b>Note:</b></p> <p><i>I. The Firm should submit all supporting documents like degree certificates, CVs and work completion certificates. As per Clause 13(f) of the Instruction to Consultants, CVs of the Professional staff should be signed by the staff themselves or by the authorised representative of the Professional Staff (Please use the attached Form TECH-6 of Section 3). CVs shall be supported by at least two references from past clients.</i></p> <p><i>II. Please note that no points will be allocated if there is no supporting document like degree certificates or references for the CV.</i></p> <p><i>III. The same firm will not be awarded more than ONE project. However, if all proposed manpower including the team leader is different, then a firm will be eligible to get more than one project.</i></p>
<b>24.1</b>	<p>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: <b><u>Bid submission date</u></b></p>

7 Consideration may also be given during evaluation to the number of pages submitted as compared to the number recommended under paragraph 3.4 (c) (ii) of the Instructions to Consultants.

<p><b>25.1</b></p>	<p>The formula for determining the financial scores is the following:</p> <p><i>[Insert either the following formula]</i></p> <p><math>S_f = 100 \times F_m/F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p><i>[or insert another inversely proportional formula]</i></p> <p>The weights given to the Technical and Financial Proposals are:  <math>T = \underline{0.8}</math> <i>[Insert weight: normally in the range 0.6 to 0.8]</i>,  and <math>P = \underline{0.2}</math> <i>[Insert weight: normally in the range 0.2 to 0.4]</i></p>
<p><b>26.1</b></p>	<p>Expected date and address for contract negotiations :</p> <p><b>First week of May 2026 at Department of Human Settlement, MoIT</b></p>
<p><b>32.7</b></p>	<p>Expected date for commencement of consulting services:</p> <p><b><u>Second week of April 2026 at Department of Human Settlement, MoIT</u></b></p>

**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**

<b>Required for FTP</b> ✓	<b>FORM</b>	<b>DESCRIPTION</b>	<b>Page Limit</b>
<b>FTP</b>			
✓	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-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	<i>For FTP limit up to 40 pages And For STP limit up to 10 pages</i>
✓	TECH-5	Work Schedule and Planning for Deliverables	
✓ ✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓ If applicable			
✓ ✓	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.**

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-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) Concept Plan
- b) Methodology and Work Plan

a) ***Initial Design Proposal***

The technical design approach and methodology will be evaluated based on the concept and ideas of the project submitted by bidders as follows:) Initial Design Proposal consisting of Initial Conceptual Master Plan highlighting project vision, objectives, design strategies and key proposals.

The evaluation criteria for this stage is as follows:

- Initial contextual and site analysis- 5 points
- Vision & Objectives- 5 points
- Design principles and spatial strategies- 10 points
- Initial Conceptual Master Plan- 15 points

- b) ***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.} ***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.}

**Form TECH-5 (for FTP)**

**Work Schedule and planning for deliverables**

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

**CURRICULUM VITAE (CV)**

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

**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.}

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

**Membership in Professional Associations and Publications:** \_\_\_\_\_

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{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  
Date

Signature

{day/month/year}

Name of authorized  
Date

Signature

Representative of the Consultant (the same who signs the Proposal)

## 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<sup>[3]</sup> and contract administration<sup>[4]</sup>, with a view to:

- 2.1. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

### 3. Scope:

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

### 4. Commitments of the Employer:

The Employer commits itself to the following:

- 4.1. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2. The Employer 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}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (15.3 Data Sheet)}</i>
<b>Cost of the Financial Proposal</b>				
Including:				
<b>1. Remuneration</b>				
<b>2. Taxes</b>				
<b><u>Total Cost of the Financial Proposal:</u></b> <i>{Should match the amount in Form FIN-1}</i>				

**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

<b>A. Remuneration</b>								
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}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
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:  
Assignment:

Country:  
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) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of 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 <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/ Hour	Proposed Fixed Rate per Working Month/Day/ Hour <sup>1</sup>
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

**STANDARD FORM: LETTER OF INTENT**  
*(Letterhead paper of the Employer)*

<b>standard form of letter of Intent</b>	<b>Notes on</b>
<i>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</i>	
<i>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.</i>	

*(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

### Terms of Reference for the Preparation of Detailed Master Plan and Construction Drawings for Wangchhu River Corridor

#### General Information;

**Services/Work Description:** International Consulting Firm

**Project/Program Title:** Preparation of Detailed Master Plan and Construction Drawings of Wangchhu River Corridor

**Project Duration:** November 2025 - August 2026

**Project:** Enhancing Climate Resilience of the Urban Landscapes and Communities in Thimphu-Paro Region of Bhutan (ECRUL)

#### 1. Project Background

The Wangchhu River Corridor Enhancement is a priority initiative under the Thimphu Structure Plan (TSP) 2023–2047 and the Green Infrastructure and Open Space System Master Plan. Together, these plans provide the strategic framework for guiding sustainable urban growth in Thimphu, with a strong emphasis on protecting natural landscapes, enhancing public spaces, and ensuring climate resilience.

The TSP envisions Thimphu’s development over a 25-year period under the principle of “good growth in the right places.” Rather than expanding into fragile natural landscapes, the plan prioritizes regeneration of existing urban areas and preservation of ecological assets. At its core, the TSP emphasizes sustainability, climate resilience, and the integration of green infrastructure into the city’s urban fabric.

As a key component of the TSP, the **Green Infrastructure and Open Space System Master Plan** outlines a comprehensive framework for enhancing ecological connectivity, safeguarding riparian habitats, and creating multifunctional public spaces. Central to this vision is the **Wangchhu river Corridor**, which is considered as a “green spine” that links communities, heritage sites, and natural areas along the river valley. The corridor is intended to serve as a Royal Parks and green infrastructure network, providing ecological, cultural, and recreational benefits while strengthening the city’s resilience to climate and urban pressures.

The **Enhancing Climate Resilience of the Urban Landscapes and Communities in Thimphu–Paro Region of Bhutan (ECRUL)** project, funded by the Global Environment Facility (GEF) under Least Developed Countries Fund (LDCF) in partnership with UNDP, provides the enabling platform to operationalize this vision. The six-year initiative addresses the growing risks of flooding, water stress, landslides, and other climate-induced hazards faced by Bhutan’s rapidly urbanizing cities. By promoting nature-based solutions, climate-resilient infrastructure, and inclusive urban planning, ECRUL supports the transformation of the Wangchhu River corridor into a flagship climate-resilient urban landscape.

Within this context, the **Wangchhu River Corridor Enhancement Landscape Design** represents a critical step in translating policy into practice. The tender seeks innovative and sustainable design solutions that align with the strategic objectives of the TSP, the Green Infrastructure and Open Space Master Plan, and the ECRUL project, ensuring that the Wangchhu Corridor evolves into a vibrant, resilient, and inclusive urban landscape.

#### 2. Project location

The project area encompasses specific sections of the Wangchhu river corridor as illustrated in Figure 1. It spans a total length of approximately 7 km along the Wangchhu river, extending from Dechen Zam in the north to Ngabi Rongchhu stream in the south. It covers an area of interest of 0.4 sq km.



**Figure 1.** Location of the Landscape design along Chubachhu stream

**General Considerations:**

The masterplan will need to consider the following elements:

i. Urban Mobility: Pathways and Intersections

The master plan for the Wangchhu Corridor should provide an off-road bicycle and pedestrian pathway along the North–South valley floor, connecting neighborhoods on both banks including the bike racks. The design must prioritize safety, separate user groups, and accommodate varying levels of use. Intersections with roads, bridges, and infrastructure lines should be evaluated and classified into minor, medium, or major improvements to address traffic and safety challenges, while promoting active, non-motorized mobility throughout the corridor.

ii. Ecology: Planting and Habitat

The Wangchhu River Corridor is a Blue-Green spine supporting diverse terrestrial and aquatic species. Its ecological diversity should be assessed and enhanced through: rapid vegetation mapping; rehabilitation of low (weedy) and medium (moderately weedy) areas; protection and management of high-quality natural vegetation; selection of native, climate-resilient trees, shrubs, groundcovers, and grasses; and preparation of planting plans detailing species, densities, and seasonal considerations.

### iii. Resilience: Green Infrastructure and Nature-based Solutions

Wangchhu Corridor is prone to the impacts of the climate change-induced disasters including flood, landslides, etc. based on hydrological and other relevant studies, propose green infrastructure and Nature-based Solutions to mitigate and adapt to disaster impacts. Design streambank stabilization measures at hazard-prone sections using bioengineering techniques informed by client-provided hydrological data. Provide in-stream interventions for habitat improvement (e.g., rock weirs, fish ladders, vegetated buffers) and design green infrastructure components such as rain gardens, bioswales, retention/detention ponds, permeable paving, tree pits, and subsurface infiltration systems. Include maintenance and monitoring manuals to ensure ecological function and support operational budgeting, using nature-based materials and solutions for stormwater filtration and integrated management.

### iv. Character Zones: Social and Cultural Amenities

As per the Green Infrastructure and Open Space Master Plan, the Wangchhu River Corridor features varying edge conditions, including natural, cultural, and urban edges. The following components should be considered along different stretches of the park: design and siting of public amenities such as children's parks, open-air gyms, restrooms, religious structures, cafes, decks, and thematic spaces at strategic locations; design of street and park furniture, including benches, bollards, pavements, lighting, trash bins, pergolas, and signage; and special attention to appropriate transitions between zones.

### v. Lighting

Propose sustainable and context-sensitive lighting solutions to ensure safety, enhance usability, and improve the nighttime amenity of the corridor.

### vi. Style Manual and Material Palette

The masterplan is required to propose a style manual and/or Materials Palette.

### vii. Way Finding and Interpretive Signage

A style manual or guide shall be prepared to ensure a consistent approach to signage. Signage families should include orientation and wayfinding, informational/educational, and community advisory signs (e.g., safety, no smoking, no entry, dismount). All signages must be in both Dzongkha and English.

### viii. Provisions for persons with disabilities, gender and human rights.

The design and construction must be planned, designed and constructed to be accessible to persons with disabilities, gender responsive to different constraints of vulnerable groups and should be of standard universal access.

The Wangchhu river Corridor Enhancement is a priority initiative under the Thimphu Structure Plan (2023–2047) and the Green Infrastructure and Open Space Master Plan. The consultant/firm will deliver a conceptual master plan and detailed landscape design aligned with the principles of climate resilience, ecological restoration, and cultural identity.

### Overarching Client Expectations

- Nature based materials and solutions
- Use of sustainable local materials
- Use of Local labour
- Reflection of local culture in style, colour and form
- Attraction and retention of local ecological communities - commensurate to urban living and nature observation.

## 3. Scope of Work

### Terms of Reference for the Preparation of Detailed Master Plan and Construction Drawings for Wangchhu River Corridor

#### Scope of Work

##### Task 1: Project Inception

This task involves an online inception meeting between the client and the consulting firm. The meeting will be used to confirm and clarify the brief, project objectives, scope of work, site boundaries, deliverables, key milestones, data and information exchange, progress meetings, communication strategy, and relevant stakeholder organizations.

##### Task 2: Baseline Studies and Site Analysis

- i. Review relevant documents including Thimphu Structure Plan (TSP) 2023-2047, Green Infrastructure and Open Space System Master Plan, Low Emissions Transport Master Plan (LETMP), City Core Action Plan (CCAP), Thimphu Design Code, Thimphu Water Services Masterplan, ECRUL Project Document and highlight key findings that are relevant to the Wangchhu River Corridor, Thimphu City-wide Design Code 2024.
- ii. Study or map any on-going project and plan within 13<sup>th</sup> FYP with other ministry, and Local Governments to align the project.
- iii. Review of the existing studies and data, including Hydrology, Flood Modelling and Assessment, Soil Survey of Thimphu Thromde and its peripheral area, Geological and Engineering Geological Mapping of Thimphu, Forest Cover Mapping of Thimphu, Topographical maps, etc.
- iv. Site Context on environment and hazard: Site mapping of significant structures, ecology, infrastructures, critical areas such as biodiversity areas, areas under flooding risks, etc.
- v. Site and surrounding contextual analysis including existing infrastructure, land use, ecology, climatic conditions, river edge conditions, socio-cultural and historical significance, amenities, flora and fauna, etc.
- vi. Identification of key issues and challenges concerning the project development.
- vii. Constraints and Opportunities mapping of the extent of the site and its surroundings.

**Workshop 1:** Stakeholder Consultation Workshop in Thimphu, involving participation from relevant government agencies, Civil Society Organizations, etc.

**Deliverables 1:**

*Inception and Baseline analysis Report consisting of the scope of work under tasks 1 and 2.*

*Record of discussion and Minutes for every stakeholder consultation or workshops.*

**Task 3: Visioning and Conceptual Master Plan & Designs**

- i. Visioning Exercise through engagement with clients and stakeholders.
- ii. Definition of design objectives and spatial strategies.
- iii. Define a list of programs that are desirable along the Conceptual Master Plan and design with proposal of initial concept designs and drawings, including but not limited to:
  - o Layout and designs of Pathway systems consisting of pedestrian paths and cycling paths throughout the Corridor and their connections to the neighborhoods and valley parks.
  - o Design of the Intersection and integration of pathways with roads, amenities, bridges, etc and crossings over the Wangchhu for east-west connections.
  - o Design and programs of character zones consisting of ecological areas, recreational spaces, riverfront development, playspaces, lawns, squares, thematic gardens, etc., consistent with the identified natural, urban, or cultural character zone as identified in the Green Infrastructure and Open Space Master Plan
  - o Design of edge editions of the river and the entrance between the Wangchhu River Corridor and adjoining land uses.
  - o Design of River Training Walls in line with the nature based solutions
  - o Ecological Designs comprising potential areas for preservation, protection, and promotion.
  - o Designs of key amenities including Cafes, Decks, Shade, Seating Spaces, Street Furnitures, and others.
  - o Conceptual design for wayfinding interpretive and informative signage

**Workshop 2:** Stakeholder Consultation Workshop in Thimphu involving participation from relevant government agencies, Civil Society Organizations, etc.

**Deliverables 2:** A report consisting of the Conceptual Master Plan and Designs along associated details mentioned under task 3.

*Record of discussion and Minutes for every stakeholder consultation or workshops.*

**Task 4: Draft Detailed Master Plan and Designs**

The master plan and design drawings shall include plans, sections, and 3D illustrations at an appropriate scale and with sufficient detail to convey the design intent.

The Draft Detailed Master Plan and Design drawing must consider the following elements:

- i. **Pathway Systems:** A layout of continuous pathways consisting of pedestrian paths and cycling lanes along the WangChhu River. The pathways should provide connections to the existing and proposed neighborhoods and **facilities** along the corridor.
- ii. **Intersections and Connections:** A layout and details of the at-grade and grade separated intersections of the pathways with the existing and proposed roads, bridges, streams, and public amenities. It should also include the connections across the Wangchhu River in the form of footbridges for pedestrians and cyclists.
- iii. **Character Zones:** A design and layout of different types of natural and social infrastructure including ecological areas, recreational spaces, riverfront development, playspaces, lawns, squares, thematic gardens, etc. consistent with the identified natural, urban or cultural character zone as identified in the Green Infrastructure and Open Space Master Plan
- iv. **Edge Conditions:** A layout and designs of river edge conditions and the interface between the Wangchhu river corridor and adjoining land uses.
- v. **River Training Walls:** Designs and Drawings of the Nature Based Solutions to enhance the resilience of existing and proposed spaces along the Wang Chhu River Corridor.

- vi. **Ecology:** Planting Design, Planting Schedule and Planting Plan highlighting the existing and proposed planting consisting of trees, shrubs, ground covers and shrubs. A planting plan of the existing vegetation showing the removal and retention of trees if any.
- vii. **Amenities:** Designs and Drawings of the proposed amenities along the Wangchhu Corridor including Cafes, Decks, Shade, Seating Spaces, Street Furnitures, cycle parking stands or racks, lockers, or long and short term storage for Cycle, washrooms, and others., .
- viii. **Irrigation System:** A plan of the irrigation system showing the layout of the intake, supply and distribution systems.
- ix. **Lighting System:** A design and drawings of the lighting system including the type of lighting systems along pathways, character zones/activity nodes, CCTV, etc.
- x. **Wayfinding and Signage:** Design and location of way findings and signages appropriate for the character zones.
- xi. **Drainage system for the surface runoff, and built structures.**
- xii. **Preliminary Costings:** A preliminary cost estimate based on the draft detailed designs.

**Workshop 3:** Stakeholder Consultation Workshop in Thimphu, involving participation from relevant government agencies, Civil Society Organizations, etc.

**Deliverables 3:** A report consisting of the Draft Master Plan and Designs along associated details mentioned under task 4. Record of discussion and Minutes for every stakeholder consultation or workshops.

#### **Task 5: Final Detailed Master Plan and Designs**

The consultant shall carry out the revision and finalization of the master plan by incorporating the comments from the client and stakeholder engagement workshops.

The master plan and design drawings shall include plans, sections and 3D illustrations at an appropriate scale and with sufficient detail to convey the design intent and guidance for the preparation of the detailed working/construction drawings and specifications at a later stage.

Final Detailed Master Plan and Design drawing must consider the following elements:

- i. **Pathway Systems:** A layout of continuous pathways consisting of pedestrian paths and cycling lanes along the WangChhu River. The pathways should provide connections to the existing and proposed neighborhoods and **facilities** along the corridor.
- ii. **Intersections and Connections:** A layout and details of the on-grade and grade separated intersections of the pathways with the existing and proposed roads, bridges, streams, and public amenities. It should also include the connections across the Wangchhu River in the form of footbridges for pedestrians and cyclists.
- iii. **Character Zones:** A detailed design and layout of different types of natural and social infrastructure including ecological areas, recreational spaces, riverfront development, playspaces, lawns, squares, thematic gardens, etc
- iv. **Edge Conditions:** A detailed layout and designs of river edge conditions and the interface between the Wangchhu river corridor and adjoining land uses.
- v. **River Training Walls:** Detailed Designs and Drawings of the Nature Based Solutions to enhance the resilience of existing and proposed spaces along the Wang Chhu River Corridor.
- vi. **Ecology:** Planting Design, Planting Schedule and Planting Plan highlighting the existing and proposed planting consisting of trees, shrubs, ground covers and shrubs. A planting plan of the existing vegetation showing the removal and retention of trees if any.
- vii. **Amenities:** Designs and Drawings of the proposed amenities along the Wangchhu Corridor including Cafes, Decks, Shade, Seating Spaces, Street Furnitures, and others.
- viii. **Irrigation System:** A detailed plan of the irrigation system showing the layout of the intake, supply and distribution systems.
- ix. **Lighting System:** A design and drawings of the lighting system including the type of lighting systems along pathways, character zones, etc.
- x. **Wayfinding and Signage:** Design and location of wayfindings and signages appropriate for the character zones.
- xi. Drainage network plan and drawing.
- xii. **Phasing Plan:** Prepare a phasing plan for the implementation of the Wangchu Corridor design. The plan shall outline sequential stages of development, priorities, timelines, and indicative cost estimates to guide systematic implementation. Identify short-term, medium-term, and long-term actions, including dependencies between phases.

- xiii. **Finalized Costings:** A revised and finalized preliminary cost estimate based on the final, detailed designs. This should be a more precise figure than the preliminary estimate submitted along with the draft master plan reflecting the final design choices.

**Deliverables 4:** A report and drawings consisting of the Draft Master Plan and Designs along associated details mentioned under task 5.

**Task 6: Construction/Working Drawings, Specifications, detail estimates and Bill of Quantities (BoQ)**

The consultant is required to prepare the construction drawings, specifications and Bill of Quantities for the Wangchhu River Corridor. The construction drawings, specifications and BoQ should have adequate details of international standards and should be ready for the tendering process as per the rules and regulations of Bhutan for the stretch of 2 km. The detail construction drawings should include the following components:

- i. Grading and Set Out Plan for the entire stretch of the Wangchhu River Corridor within the city limits.
- ii. Planting Schedule and Planting Plan ( including but not limited to the parameters such as local name, common name, scientific name, habit, canopy, height, number of plant species, etc)
- iii. Irrigation System Plan and associated details for the areas where irrigation is required.
- iv. Lighting System Designs and associated details and drawings for pathways, intersections and character zones,etc.
- v. Detailed Working Drawings for Wayfinding and other Signage.
- vi. Detailed Working Drawings (architectural, electrical, plumbing sanitation, structural) of all the components including play spaces, cafes, footbridges, decks, river training walls, green infrastructure components, pathways, intersections, street furniture, shade structures, restrooms, etc.
- vii. Specification comprising detailed written descriptions of the content of the project materials, work quality and schedules which is complimentary to the working drawings and details.
- viii. Bill of Quantities (BoQ) and cost estimates as per the Bhutan Schedule of Rates (BSR) for Civil and Electrical works published by the Ministry of Infrastructure and Transport. The specifications and rates for the items not reflected in the BSR should be analysed and provided by the consultant. In addition, the BoQ should also account for social and environmental safeguards required for project implementation.

**Deliverables 4:** A report and drawings consisting of the Construction Drawings, Specifications and Bill of Quantities mentioned under task 5.

**4. Deliverables and Reporting Requirements**

The project has an expected duration of 10½ months starting from signing of the contract. The firm shall submit to the Client the following reports and documents as per the table below:

<b>Deliverables</b>	<b>Requirements &amp; Formats</b>	<b>Duration (days)</b>
Inception & Baseline Analysis Report	Report Maps, Plans, Sections, Illustrations, 3D illustration,	45
Concept Master Plan	Maps, Plans, Sections, Illustrations, 3D illustration,	60
Draft Detailed Masterplan	Maps, Plans, Sections, Illustrations, 3D illustration,	90
Final Detailed Masterplan	Maps, Plans, Sections, Illustrations, 3D illustration,	30
Final Construction Drawings of shorter Stretch	Plan, Sections, Elevations, 3D	45
	<b>Total</b>	<b>270</b>

**5. Price and Schedule of Payment**

The Payments for services rendered shall be made upon approval of key deliverables as per the agreed payment schedule:

<b>Deliverables</b>	<b>Payment</b>	<b>Remarks</b>
Inception & Baseline Analysis Report	20 % of the Contract Price	Payment will be released upon the approval of the submission
Concept masterplan	20% of the Contract Price	
Draft detailed masterplan	10% of the Contract Price	

<b>Deliverables</b>	<b>Payment</b>	<b>Remarks</b>
Final Detailed Masterplan	20% of the Contract Price	by DHS, MoIT
Construction Drawing	30% of the Contract Price	

All transportation costs and administrative costs including the flight, accommodation, local travel and other fees and charges related to the execution of the assignment shall be borne by the firm. The expenditure for the stakeholder consultation workshops shall be borne by DHS, MoIT. The firm is liable to pay local taxes and charges as per the applicable laws of the Kingdom of Bhutan.

#### **6. Duty Station**

The assignment will entail frequent consultations with institutions and staff based in Thimphu. A minimum of two in-country site inspections/workshops by the International Consultant is required. The other meetings and workshops with the client, relevant agencies and stakeholders can be done virtually and the arrangement for such meetings will be made by the client team.

#### **7. Institutional Arrangement or Reporting Requirements**

The consulting firm shall work under the direct supervision of the Project Coordinator, Department of Human Settlement, Ministry of Infrastructure and Transport on day-to-day activities and submit reports as required and agreed in the work plan/time schedule. There will be fortnightly meetings between the client and consultant team on matters relating to the progress and deliverables of the project.

The consulting firm is responsible for all project administration, minute taking and record keeping, including the actively managed consultation register supporting decision making.

#### **8. Qualifications, Experiences and Competencies**

The assignments require the services of a consulting firm with extensive experience in all the work streams. The Firm must be capable of deploying an experienced team in the area of its domain. While the Firm has the responsibility of proposing the team composition, the tasks in the assignment will require involvement of at least the following key experts.

<b>Position</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
<b>Team Leader</b>	Master's in Landscape Architecture	10 years (project management)
<b>Landscape Architects (2)</b>	Bachelor's in Landscape Architecture <b>OR</b> Master's in Landscape Architecture	7 years (Bachelor's) <b>OR</b> 5 years (Master's)
<b>Architect</b>	Bachelor's in Architecture <b>OR</b> Master's in Architecture	7 years (Bachelor's) <b>OR</b> 5 years (Master's)
<b>Civil Engineers</b>	Bachelor's in Civil Engineering <b>OR</b> Master's in Civil Engineering	7 years (Bachelor's) <b>OR</b> 5 years (Master's)
<b>Electrical Engineer</b>	Bachelor's in Electrical Engineering <b>OR</b> Master's in Electrical Engineering	7 years (Bachelor's) <b>OR</b> 5 years (Master's)

The Firm shall provide sufficient evidence and detail of qualifications, certification, experience and availability of personnel who must be available for the required time to allow the Firm to deliver the assignments on time. At the start of the assignment(s), the Firm must provide confirmation of availability of the personnel proposed at the time of bid. Where personnel are no longer available, the Firm must provide similar evidence to assure that replacement personnel are of similar or exceed the qualifications and experience of the previously submitted. DHS, MoIT reserves the right to accept or reject based on changes to the Firm personnel.

**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 I: STANDARD FORM OF CONTRACT: CONSULTING SERVICES (LUMP-SUM CONTRACT)**

**Preparation of Detailed Master Plan and Construction Drawings for Wangchhu River Corridor**

**Contract for Consulting Services**

**(Lump-Sum) between**

**Department of Human Settlement**

**and**

**[name of the Consultant]**

**Dated:**

## TABLE OF CONTENTS

<b>Preface</b>	<b>60</b>
<b>I. Form of Contract</b>	<b>61</b>
<b>II. General Conditions of Contract</b>	<b>63</b>
<b>1. General Provisions</b>	<b>63</b>
1.1. Definitions	63
1.2. Law Governing the Contract	64
1.3. Language	64
1.4. Notices	64
1.5. Location	64
1.6. Authority of member in charge	64
1.7. Authorized Representatives	64
1.8. Taxes and duties	65
1.9. Fraud and Corruption	65
<b>2. Commencement, Completion, Modification and Termination of Contract</b>	<b>66</b>
2.1. Effectiveness of Contract	66
2.2. Commencement of Services	66
2.3. Expiration of Contract	66
2.4. Modifications or variations	66
2.5. Force Majeure	66
2.6. Termination	67
<b>3. Obligations of the Consultant</b>	<b>68</b>
3.1. General	68
3.2. Conflict of Interest	68
3.3. Confidentiality	69
3.4. Insurance to be Taken Out by the Consultant	69
3.5. Consultant's Actions Requiring Procuring Agency's Prior Approval	69
3.6. Reporting Obligations	69
3.7. Documents Prepared by the Consultant to be the Property of the Procuring Agency..	70
3.8. Accounting, Inspection and Auditing	70
<b>4. Consultant's Personnel</b>	<b>70</b>
4.1. Description of Personnel	70
4.2. Removal and/or Replacement of Personnel	70
4.3. Resident Project Manager	71
<b>5. Obligations of the Procuring Agency</b>	<b>71</b>
5.1. Assistance and Exemptions	71
5.2. Change in the Applicable Laws of Bhutan Related to Taxes and Duties	71
5.3. Services, Facilities and Property	71
<b>6. Payments to the Consultant</b>	<b>71</b>
6.1. Lump-Sum Payment	71
6.2. Contract Price	71
6.3. Payment for Additional Services	71
6.4. Terms and Conditions of Payment	72
6.5. Interest on Delayed Payments	72
<b>7. Good Faith</b>	<b>72</b>
7.1. Good Faith	72
<b>8. Settlement of Disputes</b>	<b>72</b>
8.1. Amicable Settlement	72
8.2. Dispute Resolution	72
<b>III. Special Conditions of Contract</b>	<b>73</b>
<b>IV. Appendices</b>	<b>80</b>
<b>Appendix A - Description of Services</b>	<b>80</b>
<b>Appendix B - Reporting Requirements</b>	<b>80</b>
<b>Appendix C - Key Personnel and Sub-Consultants</b>	<b>80</b>
<b>Appendix D - Breakdown of Contract Price in Foreign Currency</b>	<b>80</b>
<b>Appendix E - Breakdown of Contract Price in Local Currency</b>	<b>80</b>
<b>Appendix F - Services and Facilities Provided by the Procuring Agency</b>	<b>80</b>
<b>Appendix G - Form of Advance Payments Guarantee</b>	<b>80</b>

## PREFACE

1. This standard Contract for Consulting Services has been prepared in line with the RGoB 2009 Procurement Rules and Regulations and is to be used by implementing agencies (referred to hereafter as Procuring Agencies) when they hire a consulting firm (referred to hereinafter as the Consultant) to provide services paid for on a lump-sum basis.
  - (i) The Contract includes four parts:
  - (ii) Form of Contract
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Appendices
2. The Procuring Agency using this standard Contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.
3. Lump-sum Contracts are normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risks taken by the Consultant are relatively low, and when therefore such Consultant is prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs - including rates - provided by the Consultant. The Procuring Agency agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, for example reports. A major advantage of the lump-sum Contract is the simplicity of its administration, the Procuring Agency having only to be satisfied with the outputs without monitoring the staff inputs. Studies are usually carried out on a lump-sum basis; for example, surveys, master plans, economic, sector, simple feasibility and engineering studies.

**I. Form of Contract**

**Lump-Sum**

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

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

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

**WHEREAS**

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (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: Key Personnel and Sub-Consultants
Foreign Currency_____	_____	Not used Appendix D: Breakdown of Contract Price in
Local Currency_____	_____	Not used Appendix E: Breakdown of Contract Price in
the Procuring Agency Not used Appendix G: Form of Advance Payment Guarantee	_____	Not used

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:
  - a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *Department of Human Settlement*

*Director, DHS*

*Witness: Chief Planner, SSPD*

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

*[Authorized Representative]*

*Witness: (for Consultant)*

*[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

## II. General Conditions of Contract

### 1. General Provisions

#### 1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in

this Contract have the following meanings:

- (a) Applicable Laws of Bhutan: The laws and any other instruments having the force of law in Bhutan.
- (b) Consultant: An individual or a legal entity entering into a Contract to provide the Services to the Procuring Agency under the Contract.
- (c) Consulting Services: Expert services of a professional and/or intellectual nature, provided by the Consultant based on specialized expertise and skills, in areas including, but not limited to, preparing and implementing projects, conducting training, providing technical assistance, conducting research and analysis, preparing designs, supervising the execution of construction and other works, undertaking studies, advising Procuring Agencies, building capacity, preparing tender documents, supervising procurement, and others.
- (d) Contract: The formal agreement in writing, including the General Conditions (GC), the Special Conditions (SC), and the Appendices, entered into between the Procuring Agency and the Consultant, on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom of Bhutan, for the provision of the required Consulting Services.
- (e) Contract Price: The price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) Day: A calendar day.
- (g) Effective Date: The date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (h) Foreign Currency: Any currency other than Bhutanese Ngultrum (BTN).
- (i) GC: These General Conditions of Contract.
- (j) Government: The Royal Government of Bhutan (RGoB).
- (k) In writing: Communicated in written form (eg. by mail, electronic mail, fax, telex) with proof of receipt.
- (l) Local Currency: Bhutanese Ngultrum (BTN).
- (m) Member: Any of the entities that make up the joint venture / consortium/association; and “Members” means all these entities.
- (n) Party: The Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.
- (o) Personnel: Professional and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professional and support staff who at the time of being so provided have their domicile outside Bhutan; “Local Personnel” means such professional and support staff who at the time of being so provided have their domicile in Bhutan; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

- (p) Procuring Agency: RGoB agency with which the selected Consultant signs the Contract for Services.
- (q) Reimbursable Expenses: All assignment-related costs other than Consultant's remuneration.
- (r) SC: The Special Conditions of Contract by which the GC may be amended or supplemented.
- (s) Services: The work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) Sub-Consultant: Any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (u) Third Party: Any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-Consultant.

**1.2. Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of Bhutan.

**1.3. Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4. Notices**

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.5. Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in Bhutan or elsewhere, as the Procuring Agency may approve.

**1.6. Authority of member in 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.

**1.7. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SC.

**1.8. Taxes and duties** The Consultant, Sub-Consultants, and the Personnel of both of them shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Laws of Bhutan as are specified in the SC, the amount of which is deemed to have been included in the Contract Price.

## **1.9. Fraud and Corruption**

**1.9.1. Definitions** It is RGoB's 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.<sup>50</sup> 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"<sup>51</sup> means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value<sup>52</sup> to influence improperly the actions of another party;

(ii) "fraudulent practice"<sup>53</sup> 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"<sup>54</sup> 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"<sup>55</sup> means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" means:

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

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

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

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

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

**1.9.3. Commissions and fees**

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

**2. Commencement, Completion, Modification and Termination of Contract**

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

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

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

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

**2.5. Force Majeure**

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

**2.5.2. Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3. Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4. Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6. Termination**

**2.6.1. By the Procuring Agency**

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Procuring Agency shall give not less than thirty (30) days written notice of termination to the Consultant, or sixty (60) days in the case of the event referred to in paragraph (e) of this Clause GC 2.6.1.

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within thirty (30) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.6.2. By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the Procuring Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3. Payment upon termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Procuring Agency shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c) and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

**3. Obligations of the Consultant**

**3.1. General**

**3.1.1. Standard of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Sub-Consultants or third Parties.

**3.2. Conflict of Interest**

The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

- 3.2.1. Consultant not to benefit from Commissions, Discounts, etc** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2. Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3. Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3. Confidentiality** Except with the prior written consent of the Procuring Agency, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4. Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5. Consultant's Actions Requiring Procuring Agency's Prior Approval** The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.
- 3.6. Reporting Obligations**
- (a) The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered on CD ROM in addition to the hard copies specified in the said Appendix.

- 3.7. Documents Prepared by the Consultant to be the Property of the Procuring Agency**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Procuring Agency, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

- 3.8. Accounting, Inspection and Auditing**
- The Consultant shall:
- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and the bases thereof; and
  - (b) Periodically permit the Procuring Agency or its designated representative, for a period of up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors, if so required by the Procuring Agency.

#### **4. Consultant's Personnel**

- 4.1. Description of Personnel**
- The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Procuring Agency.

- 4.2. Removal and/or Replacement of Personnel**
- (a) Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
  - (b) If the Procuring Agency (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.
  - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**4.3. Resident Project Manager** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in Bhutan a resident project manager, acceptable to the Procuring Agency, shall take charge of the performance of the Services.

## **5. Obligations of the Procuring Agency**

**5.1. Assistance and Exemptions** The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as are specified in the SC.

**5.2. Change in the Applicable Laws of 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, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

**5.3. Services, Facilities and Property**

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

## **6. Payments to the Consultant**

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

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

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

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

**6.4. Terms and Conditions of Payment**

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

**6.5. Interest on Delayed Payments**

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

**7. Good Faith**

**7.1. Good Faith**

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

**8. Settlement of Disputes**

**8.1. Amicable Settlement**

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

**8.2. Dispute Resolution**

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

### III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is <i>English</i> .
1.4	<p>The addresses are:            Procuring Agency: <u>Department of Human Settlement</u>            Attention: Director,            Facsimile: <b>+975-335799</b>            E-mail: <u>tashipenjor@moit.gov.bt</u></p> <p>Consultant: _____            _____            Attention: _____ Facsimile: _____            E-mail: _____</p>
{1.6}	<p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC 1.4 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: <u>Tashi Penjor, Director, DHS</u></p> <p>For the Consultant: _____</p>
1.8	<p><i>Note: Generally Bhutanese duties and indirect taxes are not to be reimbursed. It is left to the Procuring Agency to decide whether the Consultant (i) should be exempted from any such levies, or (ii) should be reimbursed by the Procuring Agency for any such levies it might have to pay (or that the Procuring Agency would pay such levies on behalf of the Consultant and the Personnel).</i></p> <p><i>The Consultant must be informed in Clause Reference 15.1 of the Data Sheet about which alternative the Procuring Agency wishes to apply.</i></p> <p>The Procuring Agency warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Procuring Agency shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Laws of Bhutan, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p>

	<p>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Bhutan), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into Bhutan by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into Bhutan, will be subsequently withdrawn therefrom by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Agency and which is treated as property of the Procuring Agency;</p> <p>(d) any property brought into Bhutan by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of Bhutan), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from Bhutan, provided that:</p>
1.8	<p>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 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.</p>
{2.1}	The contract shall come into effect from the Date of Award of Contract
2.2	The number of days shall be 7 days
2.3	The time period shall be 6 Months.
3.1	The liabilities/accountabilities of the consultant shall be as specified in the <b>Terms of Reference (ToR) under section 9</b> .
3.4	<p>The risks and the coverage shall be as follows:</p> <p><b>The client shall not be responsible for any insurance coverage.</b></p>

{3.5 (c)}	<p>i. The consultancy firm <b>shall not be permitted to sub-contract</b> any of the consultancy services to the Sub-consultant / Sub-consulting firm under this contract.</p> <p>ii. As per the relevant sections/clauses of the ToR.</p>
{3.7 (b)}	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.</p>
{5.1}	<p><b>Not applicable</b></p>
6.2(a)	<p><b>Not applicable</b></p>
6.2(b)	<p>The amount in Ngultrum is Contract Amount</p>

6.4

The accounts are:

for Ngultrum: \_\_\_\_\_

Payments shall be made according to the following schedule:

- a. Upon Submission of the Inception Report-10% of the contract amount
- b. Upon Submission of Concept Plan-20% of the contract amount
- c. Upon Submission Draft LAP and Concept Urban Design- 30% of the contract amount
- d. Upon Submission of Final Draft LAP and Final Urban Design- 30% of the contract amount
- e. Upon Ministry's approval- 10% of the contract amount

6.5	The interest rate is as Applicable in Bhutan.
8.2	<p><b>Construction Development Board (CDB) or other Independent Agency:</b></p> <p>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. e Parties (commencing with the Procuring</p>

## **IV. Appendices**

### **Appendix A - Description of Services**

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

### **Appendix B - Reporting Requirements**

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

### **Appendix C - Key Personnel and Sub-Consultants**

*Note: List under:*

*C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Bhutan, and estimated staff-months for each.*

*C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside Bhutan.*

*C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*

*C-4 Same information as C-1 for Key local Personnel.*

### **Appendix D - Breakdown of Contract Price in Foreign Currency**

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

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

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

### **Appendix E - Breakdown of Contract Price in Local Currency**

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

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

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

### **Appendix F - Services and Facilities Provided by the Procuring Agency**

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

### **Appendix G - Form of Advance Payments Guarantee**

*Note: See Clause GC 6.4 and Clause SC 6.4.*

**Bank Guarantee for Advance Payment**

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*  
Beneficiary: \_\_\_\_\_ *[Name and Address of Procuring Agency]*  
Date: \_\_\_\_\_  
ADVANCE PAYMENT GUARANTEE No.: \_\_\_\_\_

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

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

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

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

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

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

*[signature(s)]*

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

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

**STANDARD FORM OF CONTRACT**

**Consulting Services**  
Time-Based

## TABLE OF CONTENTS

<b>Preface</b>	<b>86</b>
<b>I. Form of Contract</b>	<b>88</b>
<b>II. General Conditions of Contract</b>	<b>90</b>
<b>1. General Provisions</b>	<b>90</b>
1.1. Definitions	90
1.2. Relationship Between the Parties	91
1.3. Law Governing Contract	91
1.4. Language	91
1.5. Headings	91
1.6. Notices	91
1.7. Location	91
1.8. Authority of Member in Charge	91
1.9. Authorized Representatives	92
1.10. Taxes and Duties	92
1.11. Fraud and Corruption	92
<b>2. Commencement, Completion, Modification and Termination of Contract</b>	<b>93</b>
2.1. Effectiveness of Contract	93
2.2. Termination of Contract for Failure to Become Effective	93
2.3. Commencement of Services	93
2.4. Expiration of Contract	94
2.5. Entire Agreement	94
2.6. Modifications or Variations	94
2.7. Force Majeure	94
2.8. Termination	95
<b>3. Obligations of the Consultant</b>	<b>97</b>
3.1. General	97
3.2. Conflict of Interests	98
3.3. Confidentiality	98
3.4. Liability of the Consultant	99
3.5. Insurance to be Taken out by the Consultant	99
3.6. Accounting, Inspection and Auditing	99
3.7. Consultant's Actions Requiring Procuring Agency 's Prior Approval	99
3.8. Reporting Obligations	99
3.9. Documents Prepared by the Consultant to be the Property of the Procuring Agency	100
3.10. Equipment, Vehicles and Materials Furnished by the Procuring Agency	100
3.11. Equipment and Materials Provided by the Consultant	100
<b>4. Consultant's Personnel and Sub-Consultants</b>	<b>100</b>
4.1. General	100
4.2. Description of Personnel	100
4.3. Approval of Personnel	101
4.4. Working Hours, Overtime, Leave, etc.	101
4.5. Removal and/or Replacement of Personnel	102
4.6. Resident Project Manager	102
<b>5. Obligations of the Procuring Agency</b>	<b>102</b>
5.1. Assistance and Exemptions	102
5.2. Access to Land	103

5.3. Change in the Applicable Laws of Bhutan Related to Taxes and Duties	103
5.4. Services, Facilities and Property of the Procuring Agency	103
5.5. Payment	104
5.6. Counterpart Personnel	104
<b>6. Payments to the Consultant</b>	<b>104</b>
6.1. Cost Estimates; Ceiling Amount	104
6.2. Remuneration and Reimbursable Expenses	105
6.3. Currency of Payment	105
6.4. Mode of Billing and Payment	106
<b>7. Fairness and Good Faith</b>	<b>107</b>
7.1. Good Faith	107
7.2. Operation of the Contract	107
<b>8. Settlement of Disputes</b>	<b>108</b>
8.1. Amicable Settlement	108
8.2. Dispute Resolution	108
<b>III. Special Conditions of Contract</b>	<b>109</b>
<b>Model Form I</b>	<b>118</b>
<b>IV. Appendices</b>	<b>119</b>
<b>Appendix A – Description of Services</b>	<b>119</b>
<b>Appendix B - Reporting Requirements</b>	<b>119</b>
<b>Appendix C - Key Personnel and Sub-Consultants - Hours of Work for Key Personnel</b>	<b>119</b>
<b>Appendix D - Cost Estimates in Foreign Currency</b>	<b>120</b>
<b>Appendix E - Cost Estimates in Local Currency</b>	<b>122</b>
<b>Appendix F - Duties of the Procuring Agency</b>	<b>122</b>
<b>Appendix G - Form of Advance Payments Guarantee</b>	<b>123</b>

## 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 outputs 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.

**Model Form I**

See Note to Form on Clause SC 6.2(b) (ii)

**Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and away from headquarters allowances (if applicable) indicated below:

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

Signature

Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## I. Appendices

### Appendix A – Description of Services

*Note: This Appendix will include the final Terms of Reference agreed by the Procuring Agency and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Procuring Agency, etc.*

### Appendix B - Reporting Requirements

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

### Appendix C - Key Personnel and Sub-Consultants - Hours of Work for Key Personnel

*Note: List under:*

*C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in Bhutan, and staff-months for each.*

*C-2 same information as C-1 for Key local Personnel.*

*C-3 same as C-1 for Key Personnel to be assigned to work outside Bhutan<sup>14</sup>.*

*C-4 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 through C-3.*

*List here the hours of work for Key Personnel; travel time to and from Bhutan for Foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.*

<sup>14</sup> Where applicable

## Appendix D - Cost Estimates in Foreign Currency

**Note:** List hereunder cost estimates in foreign currency:

1. (a) Monthly rates for Foreign Personnel (Key Personnel and other Personnel)  
(b) Monthly rates for Local Personnel (Key Personnel and other Personnel), if applicable
2. *Reimbursable expenses (items that are not applicable should be deleted; others may be added):*
  - (a) *Per Diem allowances for each of the Foreign or Local Personnel for every day in which such Personnel shall be absent from their home office and shall be outside Bhutan.*
  - (b) *Air transport for Foreign Personnel:*
    - (i) *the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class;*
    - (ii) *for any foreign Personnel spending twenty-four (24) consecutive months or more in Bhutan, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in Bhutan. Such Personnel will be entitled to such extra round trip only if upon their return to Bhutan they are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.*
  - (c) *Air transport for dependents: the cost of transportation to and from Bhutan of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty in Bhutan for the purpose of the Services for periods of twelve (12) consecutive months or longer, provided that the stay of such dependents in Bhutan shall be for not less than three (3) consecutive months duration. If the assignment period for resident staff of the Foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.*
  - (d) *Miscellaneous travel expenses*
    - (i) *for the air travel of each of the Foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight;*
    - (ii) *the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.*
  - (e) *International communications: the cost of communications (other than those arising in Bhutan) reasonably required by the Consultant for the purposes of the Services.*
  - (f) *The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.*
  - (g) *The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultant and to be paid for by the Procuring Agency (including transportation to Bhutan):*  
*(list the relevant equipment, instruments, materials and supplies)*
  - (h) *The cost of transport of personal effects.*
  - (i) *The rate for the programming, use of, and communications between, the computers and peripherals used for the purpose of the Services.*

- (j) The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Agency.*
- (k) The foreign currency cost of any subcontract required for the Services and approved in writing by the Procuring Agency.*
- (l) The cost of training of the Procuring Agency's personnel outside Bhutan, if training is a major component of the assignment, and is specified as such in the TOR.*
- (m) The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, subject to the prior authorization in writing by the Procuring Agency.*

## **Appendix E - Cost Estimates in Local Currency**

**Note:** List hereunder cost estimates in local currency:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):
  - (a) Per Diem rates for subsistence allowance for foreign short-term Personnel:
    - (i) per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SC 6.3] per day, plus estimated totals, for each of the short-term Foreign Personnel (i.e., with less than twelve (12) months consecutive stay in Bhutan) for the first ninety (90) days during which such Personnel shall be in Bhutan;
    - (ii) per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SC 6.3] per day, plus estimated totals, for each of the short-term Foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in Bhutan.
  - (a) Per Diem allowance for each of the long-term Foreign Personnel (twelve (12) months or longer consecutive stay in Bhutan), plus estimated totals.
  - (b) The cost of local transportation.
    - (a) The cost of the following locally procured items: office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in Bhutan, all if and to the extent required for the purpose of the Services.
    - (a) The cost of equipment, materials and supplies to be procured locally in Bhutan.
    - (a) The local currency cost of any subcontract required for the Services and approved in writing by the Procuring Agency.
    - (a) The cost of training of Procuring Agency's staff in Bhutan, if training is a major component of the assignment, specified as such in the TOR.
    - (a) The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, as agreed in writing by the Procuring Agency.
3. Per Diem rates for subsistence allowance for Local Key Personnel:
  - (a) Per Diem rates for each local personnel if they have to travel outside their home office

## **Appendix F - Duties of the Procuring Agency**

**Note:** List under:

F-1 Services, facilities and property to be made available to the Consultant by the Procuring Agency.

F-2 Professional and support counterpart personnel to be made available to the Consultant by the Procuring Agency.

**Appendix G - Form of Advance Payments Guarantee**

*Note: See Clause GC 6.4(a) and Clause SC 6.4(a).*

**Bank Guarantee for Advance Payment**

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Procuring Agency]*

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

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

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

At the request of the Consultant, we \_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* (\_\_\_\_\_) *[amount in words]*<sup>15</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation under the Contract because the Consultant has used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_,<sup>16</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Procuring Agency's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Signature]*

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

48 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency or currencies of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Agency.

49 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Procuring Agency would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee