

# STANDARD REQUEST FOR PROPOSALS

## Procurement of Consulting Services



**Bhutan Power Corporation Limited**

June, 2021

**#BPC/DS/DCD/CWD/2021/05-RFP-01**

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## **REQUEST FOR PROPOSALS**

**RFP # DS/DCD/CWD/RS-12/2021/01**

### ***PROJECT NAME:***

*Replacement of Blinds for BPC HQ offices, Thimphu.*

### ***PROCURING AGENCY:***

*Civil Works Division (Real Estate Unit)  
Distribution Construction Department,  
Distribution Services  
Bhutan Power Corporation Ltd, Thimphu.*

### ***TITLE OF SERVICES:***

*Removal of old blinds and installation of new blinds for BPC HQ offices,  
Thimphu.*



## **Section 1: Letter of Invitation**



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**Bhutan Power Corporation Limited**

(An ISO 9001:2015, ISO 14001:2015 & OHSAS 18001:2007 Certified Company)

**Registered Office, Thimphu**

**Distribution Construction Department**

**Civil Works Division**

**Thimphu: Bhutan**



**BPC/DS/DCD/CWD/RS-12/2020/187**

**June 28, 2021**

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**Subject : Letter of Invitation**

Dear Sir/Madam,

The Civil Works Division, Distribution Construction Department invites proposals to provide the following services: *Removal of old Blind and Installation of New Roller Type Blinds at BPC HQ Buildings at Thimphu. More details on the services are provided in the Terms of Reference.*

A Consultant will be selected under the procedures described in this RFP, in accordance with the latest Procurement Rules and Regulations of BPC

The Proposals are to be submitted at the latest by **11:00 am on July 13, 2021** and the Technical Proposals will be opened on the **same day at 3:30 pm** in the presence of the intending bidders who chose to attend the opening in the **Conference Room, BPC Office, Thimphu.**

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

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract

Looking forward for your active participation

Yours sincerely,

*[Signature]*  
 Sr. Manager,  
 Civil Works Division  
 DCD, DS  
 BPC, Thimphu

## Section 2: Instructions to Consultants

### Definitions:

- (a) **Consultant:** An individual or a legal entity entering into a Contract to provide the required Consulting Services.
- (b) **Consulting Services:** Expert services of a professional and/or intellectual nature, provided by the Consultant based on specialized expertise and skills, in areas including, but not limited to, preparing and implementing projects, conducting training, providing technical assistance, conducting research and analysis, preparing designs, supervising the execution of construction and other works, undertaking studies, advising Procuring Agencies, building capacity, preparing tender documents, supervising procurement, and others.
- (c) **Contract:** The formal agreement in writing, including the General Conditions (GC), the Special Conditions (SC), and the Appendices, entered into between the Procuring Agency and the Consultant, on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom of Bhutan, for the provision of the required Consulting Services.
- (d) **Data Sheet:** Such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (e) **Day:** A calendar day.
- (f) **Government:** Royal Government of Bhutan (RGoB).
- (g) **Instructions to Consultants (Section 2 of the RFP):** The document which provides the shortlisted Consultants with all the information needed to prepare their Proposals.
- (h) **In Writing:** Communicated in written form (eg by mail, electronic mail, fax, telex) with proof of receipt.
- (i) **LOI (Section 1 of the RFP):** The Letter of Invitation being sent by the Procuring Agency to the shortlisted Consultants.
- (j) **Personnel:** Professional and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professional and support staff who at the time of being so provided have their domicile outside Bhutan; "Local Personnel" means such professional and support staff who at the time of being so provided have their domicile inside Bhutan.
- (k) **Procuring Agency:** RGoB agency with which the selected Consultant signs the Contract for the Services.
- (l) **Proposal:** The Technical Proposal and the Financial Proposal.
- (m) **RFP:** The Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.
- (n) **SRFP:** The Standard Request for Proposals, which must be used by the Procuring Agency as a guide for the preparation of the RFP.
- (o) **Services:** The work to be performed by the Consultant pursuant to the Contract.
- (p) **Sub-Consultant:** Any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) **Terms of Reference (TOR):** The document included in the RFP as Section 5

which defines the objectives, goals, scope of work, activities, tasks, responsibilities of the Procuring Agency and the Consultant, required outputs and results of the assignment, as well as background information (including a list of existing relevant studies and basic data) to facilitate the Consultants' preparation of their proposals.

## **1 Introduction**

- 1.1 The Procuring Agency named in the Data Sheet will select a consulting firm/organisation (the Consultant) from those listed in the Letter of Invitation<sup>1</sup> in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for Consulting Services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take these into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a pre-proposal meeting if one is specified in the Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Procuring Agency's representative named in the Data Sheet to obtain additional information on the pre-proposal meeting. Consultants should ensure that this official is advised of the proposed attendance at the meeting in adequate time to allow them to make appropriate arrangements.
- 1.4 The Procuring Agency will provide in timely fashion and at no cost to the Consultant the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

## **2 Conflict of Interest**

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

### **a) Conflicting Activities:**

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

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<sup>1</sup> Only if Expression of Interest has taken place.



Services for such preparation or implementation. For the purposes of this paragraph, services other than Consulting Services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(b) Conflicting Assignments:

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

(c) Conflicting Relationships:

- (aa) A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that has a business relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Agency throughout the selection process and the execution of the Contract.
- (bb) A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that employs or otherwise engages a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Procuring Agency or has an authority over it also shall not be eligible to be awarded a Contract. For the purposes of this subparagraph, a close relative is defined as immediate family which includes father, mother, brother, sister, spouse and own children.

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

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

- (a) they are not current employees of the Procuring Agency, and
- (b) they are on leave without pay from their official position, and

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

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

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

**3 Unfair Advantage**

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

**4 Fraud and Corruption**

4.1 It is RGoB policy to require that Consultants, their Sub-Consultants and the Personnel of them both observe the highest standards of ethics during the procurement and execution of contracts. 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" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice" 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" 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" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) "obstructive practice" means:
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under sub-paragraph (d) below

of this paragraph 4.1.

- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a Consultant or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
- (d) will have the right to require that a provision be included in Requests for Proposals and in contracts financed by the RGoB, requiring Consultants and their Sub-Consultants to permit the Procuring Agency, any organisation or person appointed by the Procuring Agency and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their submission of proposals and contract performance, and to have them audited by auditors appointed by the Procuring Agency;
- (e) requires that Consultants, as a condition of admission to eligibility, execute and attach to their Proposals an Integrity Pact Statement in the form provided in Form TECH-10 of Section 3 as specified in ITC. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Proposal; and
- (f) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action as per the statutes and provisions of the relevant agency.

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

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

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| 5 | <b>Origin of Goods and Consulting Services</b> | <p>5.1 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulation, RGoB prohibits commercial relations with that country; or</li> <li>(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.</li> </ul> |
| 6 | <b>Only one Proposal per Consultant</b>        | <p>6.2 A Consultant may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of</p>   |

- the same Sub-Consultant, including individual experts, in more than one proposal.
- 7 Proposal Validity** 7.2 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best efforts to complete negotiations within this period. Should the need arise, however, the Procuring Agency may request Consultants in writing to extend the validity period of their proposals. Consultants who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 8 Eligibility of Sub-Consultants** 8.2 In case a shortlisted Consultant intends to associate with other Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the same eligibility criteria as are stipulated for the Consultant.
- 9 Exclusion of Consultant or Sub-Consultants** 9.2 A Consultant and any Sub-consultant shall not be permitted to submit a proposal or to be awarded a Contract under any of the following circumstances:
- (a) it is insolvent or is in receivership or is a bankrupt or is in the process of being wound up, or has entered into an arrangement with creditors; or
  - (b) its affairs are being administered by a court, judicial officer or by an appointed liquidator; or
  - (c) it has suspended business, or is in any analogous situation arising from similar procedures under the laws and regulations of its country of establishment; or
  - (d) it has been found guilty of professional misconduct by a recognized tribunal or professional body; or
  - (e) it has not fulfilled its obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which it is established or of the Kingdom of Bhutan; or
  - (f) it is or has been guilty of serious misrepresentation in supplying information in its tender or in the prior process leading to it being classified as a shortlisted Consultant; or
  - (g) it has been convicted for fraud and/or corruption by a competent authority; or
  - (h) it has not fulfilled any of its contractual obligations with the Procuring Agency in the past; or
  - (i) he has been debarred from participation in public procurement by any competent authority as per law.

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| <b>10</b> | <b>Contents, Clarification and Amendment of the RFP Document</b> | <p>10.2 The RFP document comprises:</p> <p style="margin-left: 20px;">Section 1 - Letter of Invitation<br/> Section 2 - Instructions to Consultants (including Data Sheet)<br/> Section 3 - Technical Proposal - Standard Forms<br/> Section 4 - Financial Proposal - Standard Forms<br/> Section 5 - Terms of Reference<br/> Section 6 - Standard Forms of Contract</p> <p>10.3 Consultants may request a clarification of any part of the RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of the inquiry) to all Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 10.4 below;</p> <p>10.4 A pre-proposal meeting will be conducted only if strictly necessary to clarify doubts and concerns of the shortlisted Consultants prior to submission of proposals. Minutes of the pre-proposal meeting shall be circulated to all shortlisted Consultants.</p> <p>10.4 At any time before the submission of Proposals the Procuring Agency may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all shortlisted Consultants and will be binding on them. Consultants shall acknowledge receipt of all addenda before the final date and time established for the submission of Proposals. To give Consultants reasonable time in which to take an addendum into account in their Proposals the Procuring Agency may, if the addendum is substantial, extend the deadline for the submission of Proposals.</p> |
| <b>11</b> | <b>Preparation of Proposals</b>                                  | <p>11.2 The Proposal, as well as all related correspondence exchanged by the Consultant and the Procuring Agency, shall be written in the language specified in the Data Sheet.</p> <p>11.3 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.</p> <p>11.4 While preparing the Technical Proposal, Consultants must pay particular attention to the following:</p> <p style="margin-left: 20px;">(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.</p>   |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14 Financial Proposals

14.2 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultant's home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if also appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

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

- 14.4 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 15 Taxes**
- 15.2 The Consultant may be subject to local taxes (such as value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies, etc) on amounts payable by the Procuring Agency under the Contract. The Procuring Agency will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 16 Sealing & Submission of Proposals**
- 16.1 The original proposal (Technical Proposal and, if required, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. The person who signed the Proposal must initial such corrections. Submission letters for the Technical and Financial Proposals shall respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 16.2 An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 16.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in paragraph 16.8 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.
- 16.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the reference number and name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked "**CONFIDENTIAL – DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE APPOINTED OPENING OFFICIAL(S), BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**". The Procuring Agency shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.5 All inner envelopes shall:
- (a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant; and
  - (b) be marked "ORIGINAL" or "COPIES"; and



- (c) indicate the name and address of the Consultant to enable the Proposal to be returned unopened in case it is declared late pursuant to paragraph 16.8 hereunder.

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

16.7 The Proposals shall be delivered by hand or by registered post in sealed envelopes to the address/addresses indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 10.4. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened.

## **17 Withdrawal and Substitution of Proposals**

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

- (a) submitted in accordance with paragraph 16 above (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL" or "SUBSTITUTION" and
- (b) received by the Procuring Agency prior to the deadline prescribed for submission of Proposals, in accordance with paragraph 16.7.

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

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

## **18 Opening of Proposals**

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

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

- 19 Evaluation to be Confidential**
- 19.2 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Consultant to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for Award of Contract may result in the rejection of the Consultant's Proposal.
- 19.3 After the opening of Proposals, information concerning the Proposal documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Proposal Evaluation Committee.
- 19.4 The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.
- 19.5 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 20 Evaluation of Technical Proposals**
- 20.1 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and points system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 20.2 Following the ranking of Technical Proposals, when selection is based on quality only (**QBS**), the first ranked Consultant shall be invited to negotiate its proposal and the Contract in accordance with the instructions given under paragraphs 23 to 26 of these Instructions.
- 21 Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)**
- 21.2 After the technical evaluation is completed, the Procuring Agency shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark, or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing those Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 21.3 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The names of the Consultants and their technical scores shall be read aloud. The Financial Proposals of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information read out and recorded:
- (a) name of the Consultant;
  - (b) points awarded to the Technical Proposal; and

- (c) total price of the Financial Proposal.

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

21.3 The Procuring Agency shall prepare a record of the opening of the Financial Proposals, which shall include the information disclosed to those present in accordance with paragraph 21.2 above. The minutes shall include, as a minimum:

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

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

21.4 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of any discrepancy between a partial amount and the total amount, or between words and figures, the formers shall prevail. In addition to the above corrections, as indicated under paragraph 14.1, activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal:

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

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

21.5 In the case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined

technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

## **22 Negotiations**

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

## **23 Technical Negotiations**

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

## **24 Financial Negotiations**

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

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

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

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

## **25 Availability of Professional Staff/Experts**

25.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Procuring Agency expects to negotiate a Contract on the basis of the Professional staff named in the

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

**26 Conclusion of the Negotiations**

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

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

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

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

28.2 If no consultants submits an application pursuant to ITB 30 within a period of ten(10) days of the notice provided under ITB 28.1, after completing negotiations the Procuring Agency shall award the Contract to the selected Consultant, and:

- (a) as soon as possible notify unsuccessful Consultants, and
- (b) publish a notification of award on the Procuring Agency's website.

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

- (a) the assignment reference number;
- (b) the name of the winning Consultant and the Financial Proposal total price it offered; and
- (c) the date of the award decision.

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

28.5 Following the decision to award the Contract to the selected Consultant, the parties shall enter into a written Contract binding on both

parties. The Contract shall be compatible with the Applicable Laws of Bhutan. The Contract shall be signed by the duly authorized representatives of the parties and shall bear the date of signature.

28.6 Where both the parties do not sign the Contract simultaneously,

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

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

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

(d) In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Contract shall be awarded to the next lowest evaluated Consultant. Such a failure shall be considered as withdrawal and the provisions of Clause 17.3 shall apply.

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

## **29 Confidentiality**

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

## **30.Complaintand Review**

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

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

## DATA SHEET

ITC Paragraph Reference	Details
1.1	<p>Name of the Procuring Agency :</p> <p><b><i>Civil Works Division, DCD, DS Bhutan Power Corporation Ltd, Thimphu</i></b></p> <p>Method of selection: <b><i>Quality and Cost Based Selection Method.</i></b></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b></p> <p>The name of the assignment is:</p> <p><b><i>Removal of old vertical blinds and installation of New (roller-type) blinds for the BPC HQ offices at Thimphu.</i></b></p> <p>The scope of the assignment and expected time of its completion are:</p> <p><b><i>Removal of old vertical blinds for the three (3) office buildings at BPC HQ premises in Thimphu and installation of new blinds for the all offices.</i></b></p> <p><b><i>Refer Terms of Reference for details.</i></b></p> <p>Expected time of completion :</p> <p><b><i>90 days, from the Date of Signing of Contract.</i></b></p>
	<p>A pre-proposal conference will be held: <b>No</b></p> <p>The Procuring Agency 's representative is: <b><i>Ms. Kinley Yangdon</i></b></p> <p>Address:</p> <p><b><i>Sr. Manager, Civil Works Division, DCD, DS BPC, Thimphu</i></b></p> <p>Telephone: <b><i>+975 02 325095/325096</i></b> Extn: <b><i>330</i></b></p> <p>E-mail: <a href="mailto:kinleyyangdon@bpc.bt">kinleyyangdon@bpc.bt</a></p>
1.4	The Procuring Agency will provide the following inputs and facilities: <b><i>As Per ToR Clause E</i></b>
2.1 (a)	The Procuring Agency envisages the need for continuity for downstream work: <b>NO</b>
4.1 (e)	The bidders shall submit a signed Integrity Pact: <b>Yes</b>
7.1	<p>Proposals must remain valid <b>60 days</b> after the submission date, i.e. until:</p> <p style="text-align: center;"><b><u>September 11, 2021</u></b></p>
10.2	Clarifications may be requested not later than <b>7 days</b> before the submission date.

	<p>The address for requesting clarifications is:  <b>Sr. Manager,</b>  <b>Civil Works Division,</b>  <b>DCD, DS</b>  <b>BPC, Thimphu</b></p> <p>Telephone: <b>+975 02 325095/325096</b> Extn: <b>330</b></p> <p>E-mail: <a href="mailto:kinleyyangdon@bpc.bt">kinleyyangdon@bpc.bt</a></p>
<b>10.3</b>	A pre-proposal meeting <b>will not</b> be conducted.
<b>11.3 (a)</b>	<p><b>This clause is modified as follows;</b></p> <p><b>National consultancy firms with <i>Valid Trade License</i> may submit the proposals independently (association/joint venture-Not Allowed)</b></p>
<b>11.3 (b)</b>	<p>The estimated number of professional staff-months required for the assignment is:</p> <p><b>The firms shall make their own estimated man-months required to complete the assignment in 90 days</b></p>
<b>12.1</b>	<p>Proposals shall be submitted in the following language: <b>English</b></p> <p>As an alternative to the above indicated language Consultants are permitted, at their choice, to submit their proposals in Dzongkha. However, Consultants shall not submit proposals in more than one language. The Contract to be signed with the winning Consultant shall be written in the language in which the Consultant's proposal was submitted, which shall be the language that shall govern the contractual relations between the Procuring Agency and the winning Consultant. The Consultant shall not sign versions of the Contract in different languages in addition to the language used in its proposal.</p>
<b>13.1</b>	The format of the Technical Proposal to be submitted is: <b>STP</b> (Simplified Technical Proposals)
<b>13.1 (a)(i)</b>	<b><i>The recent experience of the consultant and its associate or joint venture on assignments of similar nature shall be submitted with supporting documents such as completion certificate, appreciation letters from clients etc.</i></b>
<b>13.1 (f)</b>	<b><i>CVs of all the technical professional staffs should be signed by themselves and supporting documents such as qualification certificates, experience certificates are to be attached.</i></b>
<b>13.1 (g)</b>	Training is a specific component of this assignment: <b>No</b>
<b>14.1</b>	<b><i>There shall be no reimbursable expenses payment. All costs associated to 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 services requested.</i></b>
<b>14.2</b>	Consultant to state local cost in Ngultrum: <b>Yes</b>



15.1	<p>Amounts payable by the Procuring Agency to the Consultant under the Contract to be subject to local taxation: <b>Yes</b></p> <p><b><i>The Consultant will pay local taxes without reimbursement by the Client</i></b></p>										
16.3	The Consultant must submit the 1 original and <b>1 identical</b> copy of the Technical Proposal, and the Financial Proposal.										
16.8	<p>The Proposal submission address is:</p> <p><b><i>Sr. Manager, Civil Works Division, DCD, DS BPC, Thimphu</i></b></p> <p>Proposals must be submitted no later than the following date and time:</p> <p><b><u>July 13, 2021 at 11:00 AM (BST)</u></b></p>										
18.0	The Proposals will be opened on the <b>same day (July 13, 2021) at 3:30 pm</b> in the presence of the intending bidders who chose to attend the opening in the <b>Conference Room, BPC Office, Thimphu</b> .										
20.1	<p>Criteria, sub-criteria and the points system for the evaluation of Simplified Technical Proposals are:</p> <table> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Submission of Sample Blinds submitted in accordance to the <b><i>Terms of Reference</i></b>. Selection shall be carried out by a Committee.</td><td style="text-align: right;"><b>[60]</b></td></tr> <tr> <td>(ii) Availability of skilled worker for executing the work. The firm must submit CVs of relevant personnel with work experience. <i>(5 points will be awarded for each CV of a skilled worker, for a maximum of 4 skilled workers)</i></td><td style="text-align: right;"><b>[20]</b></td></tr> <tr> <td>(iii) Experience in region. Similar works experiences of the same nature of work must be submitted with valid documents for verification purposes. <i>(5 points will be awarded for each work experience to a maximum of 4 works of similar nature)</i></td><td style="text-align: right;"><b>[20]</b></td></tr> <tr> <td style="text-align: right;">Total points for the criteria (i):</td><td style="text-align: right;"><b>100</b></td></tr> </tbody> </table> <p>The minimum technical score St required to pass is: <b>70 Points</b></p>		<u>Points</u>	(i) Submission of Sample Blinds submitted in accordance to the <b><i>Terms of Reference</i></b> . Selection shall be carried out by a Committee.	<b>[60]</b>	(ii) Availability of skilled worker for executing the work. The firm must submit CVs of relevant personnel with work experience. <i>(5 points will be awarded for each CV of a skilled worker, for a maximum of 4 skilled workers)</i>	<b>[20]</b>	(iii) Experience in region. Similar works experiences of the same nature of work must be submitted with valid documents for verification purposes. <i>(5 points will be awarded for each work experience to a maximum of 4 works of similar nature)</i>	<b>[20]</b>	Total points for the criteria (i):	<b>100</b>
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Total points for the criteria (i):	<b>100</b>										
21.4	<p>The single currency for price conversions is <b>Bhutanese Ngultrum (BTN)</b>.</p> <p>The source of official selling rates is the <b>Royal Monetary Authority of Bhutan</b>.</p> <p>The date of exchange rates is: <b><i>Date of Signing of Contract</i></b></p>										
21.6	<p>The formula for determining the financial scores is the following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score,</p> <p><math>F_m</math> is the lowest price and</p> <p><math>F</math> the price of the proposal under consideration.</p>										

	<p>The weights given to the Technical and Financial Proposals are:</p> <p><b>T = 0.7</b> <b>F = 0.3</b></p>
<b>22.1</b>	<p>Expected date and address for contract negotiations:</p> <p><b>Within two weeks of Completion of Evaluation</b></p>
<b>28.6</b>	<p>Expected date for commencement of services:</p> <p><b>One Week after the Signing of Contract</b></p>

## Section 3. Technical Proposal - Standard Forms

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

- TECH-1    Technical Proposal Submission Form
- TECH-2    Consultant's Experience
- TECH-3    Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency
  - A.   On the Terms of Reference
  - B.   On the Counterpart Staff and Facilities
- TECH-6    Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-8    Work Schedule
- TECH-9    Drawings/Specifications (if applicable)
- TECH-10   Integrity Pact Statement

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**FORM TECH-1 TECHNICAL Proposal Submission Form**

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[Location, Date]

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope<sup>8</sup>.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

<sup>9</sup> [Delete in case no association is foreseen.]

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**FORM TECH-2 CONSULTANT'S Experience****Consultant's Experience**

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

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

Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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**A - On the Terms of Reference**

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

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

**1. Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

**2. Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_

**3. Name of Staff** [*Insert full name*]: \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_

**6. Membership of Professional Associations:** \_\_\_\_\_

**7. Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_

**8. Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_

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

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

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p>[<i>List all tasks to be performed under this assignment</i>]</p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p>[<i>Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.</i>]</p> <p>Name of assignment or project: _____</p>
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	<p>Year: _____</p> <p>Location: _____</p> <p>Procuring Agency or Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any willful misstatement herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*

Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_



**FORM TECH-8 WORK SCHEDULE**

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

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

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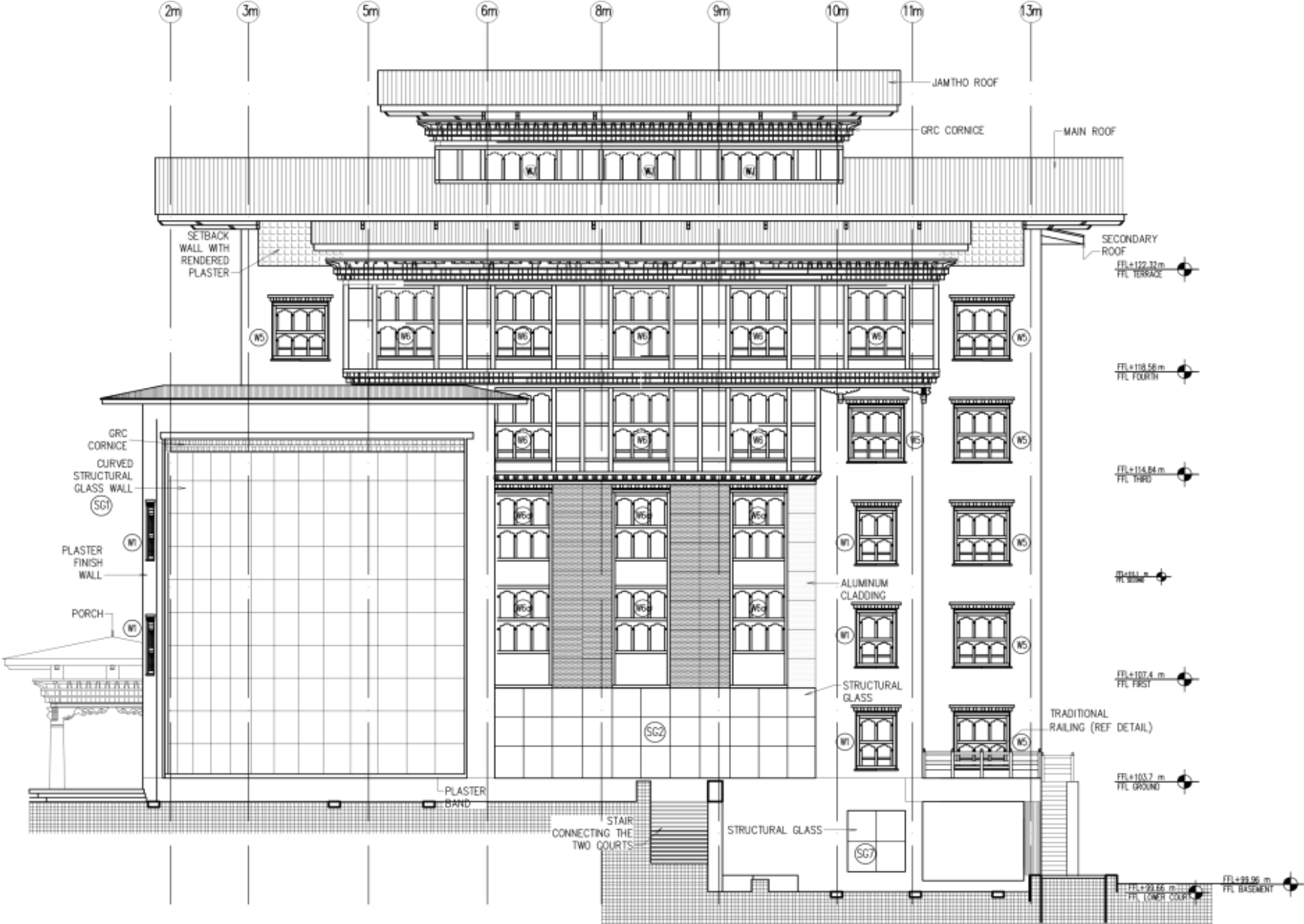
**FORM TECH-9. DRAWINGS/SPECIFICATIONS (IF APPLICABLE)**

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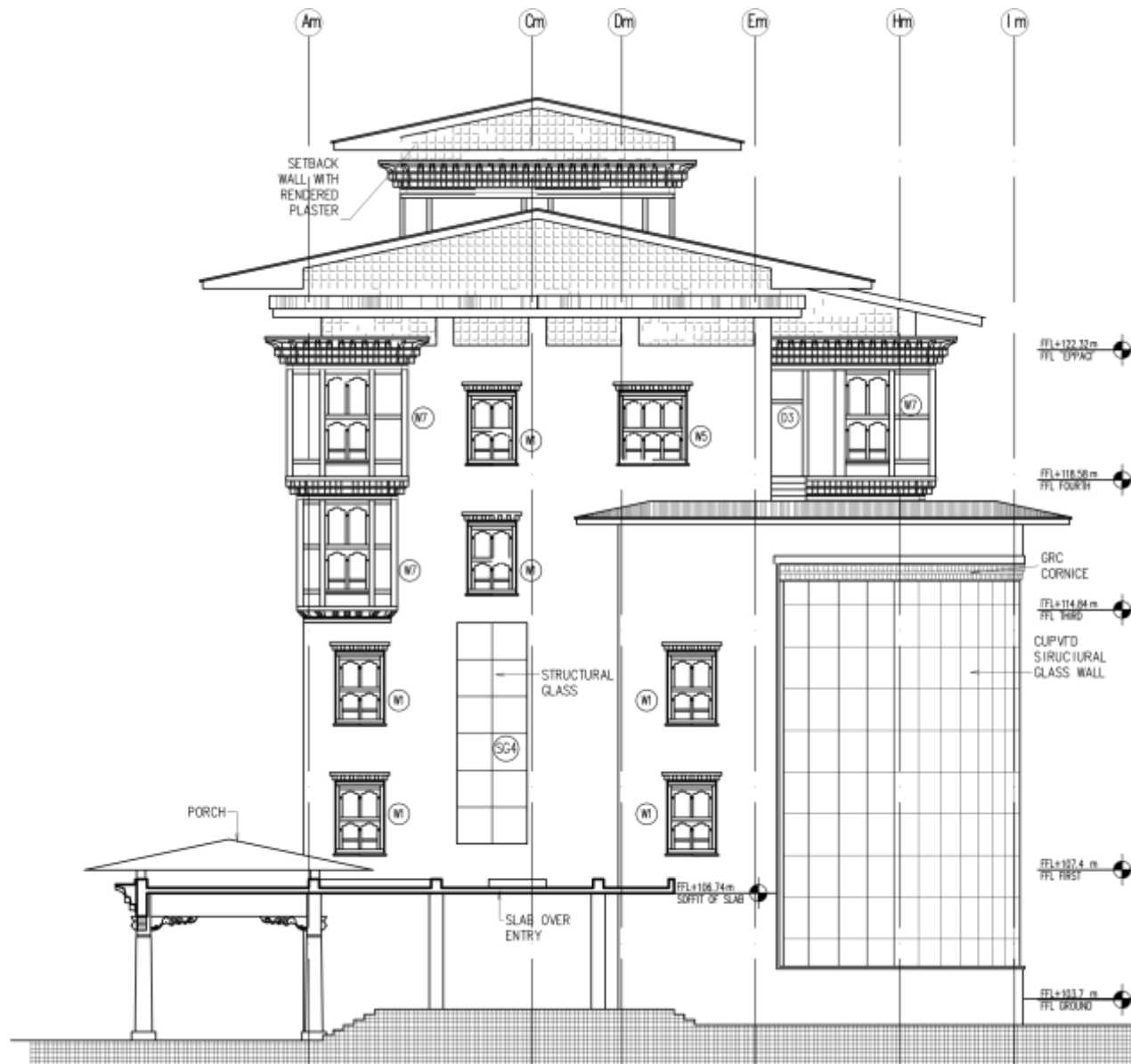
1. *BPC HQ Main Building Drawings*
  - ✓ *Elevation 1 : A-11a*
  - ✓ *Elevation 2 : A-11b*
  - ✓ *Elevation 3 : A-11c*
  - ✓ *Elevation 4 : A-11d*
  
2. *BPC Annex Building Drawings*
  - ✓ *Elevation 1 : B-6a*
  - ✓ *Elevation 2 : B-6b*
  - ✓ *Elevation 3 : B-6c*

*Note\*: Detailed measurements must be taken of each windows for accuracy and to avoid discrepancies at later stages. Kindly inform the Sr. Manager, CWD to schedule the site visits. (Email: kinleyyangdon@bpc.bt)*

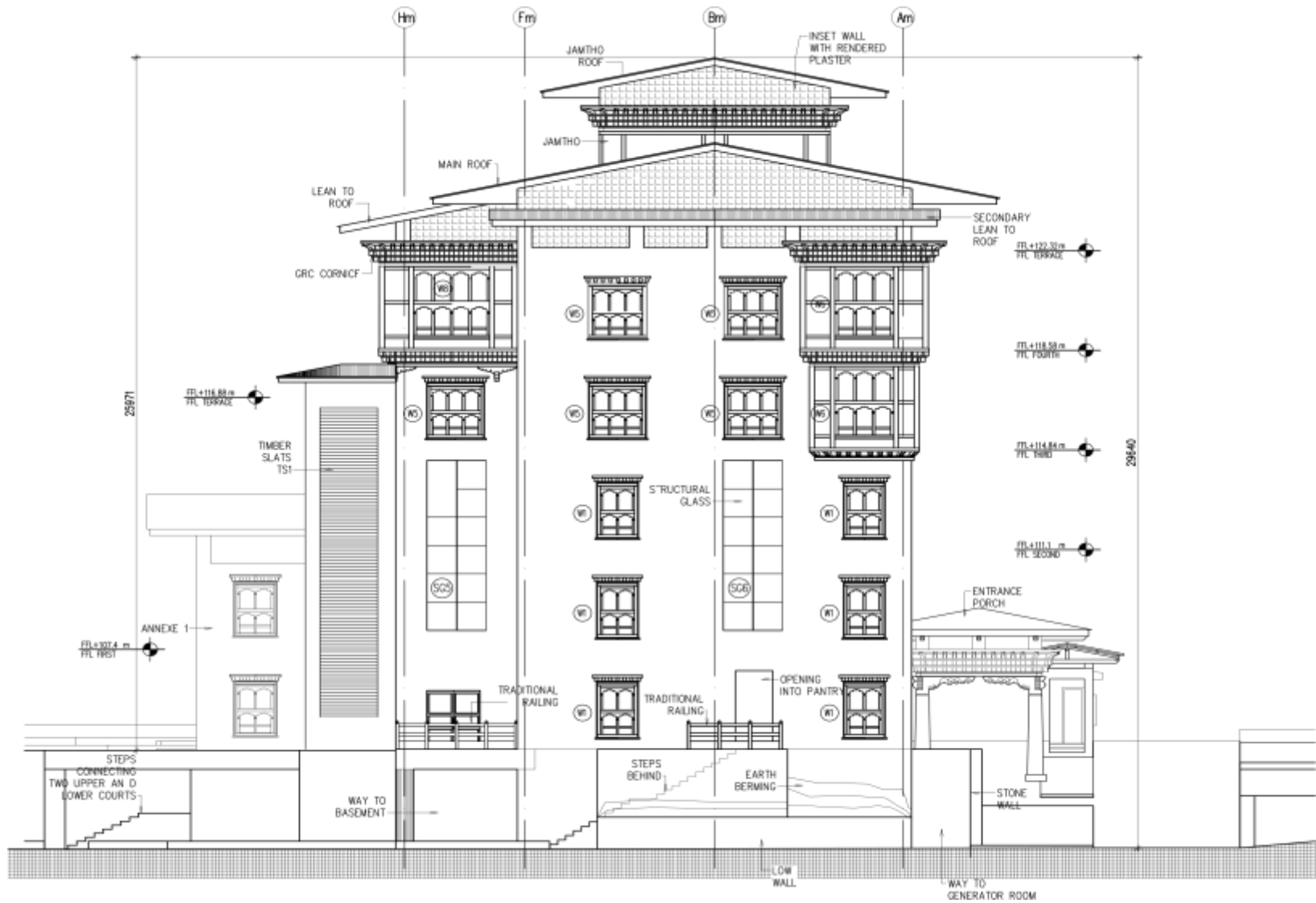




BPC HQ Main Building Drawings-Elevation 2



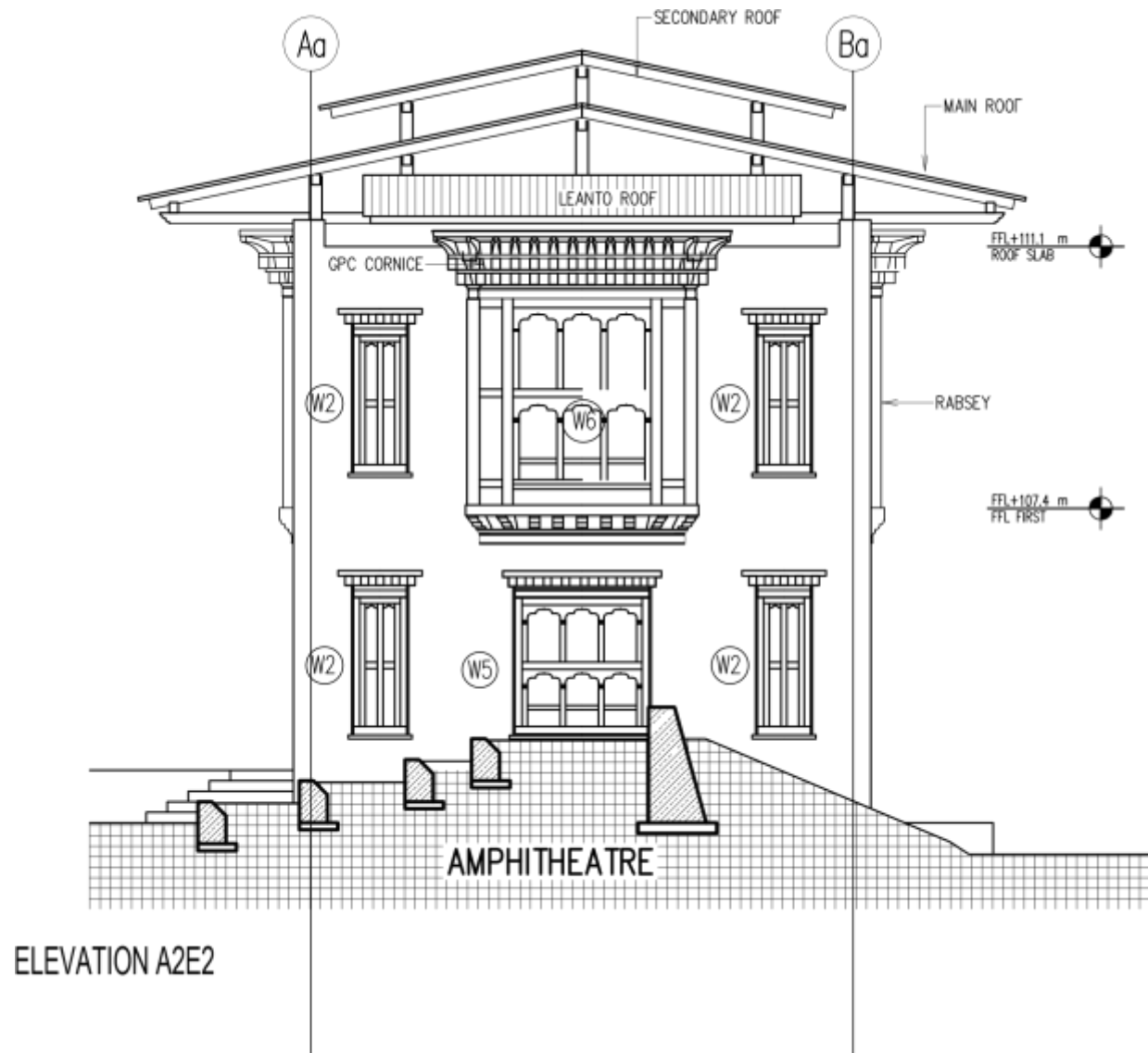
**BPC HQ Main Building Drawings-Elevation 3**



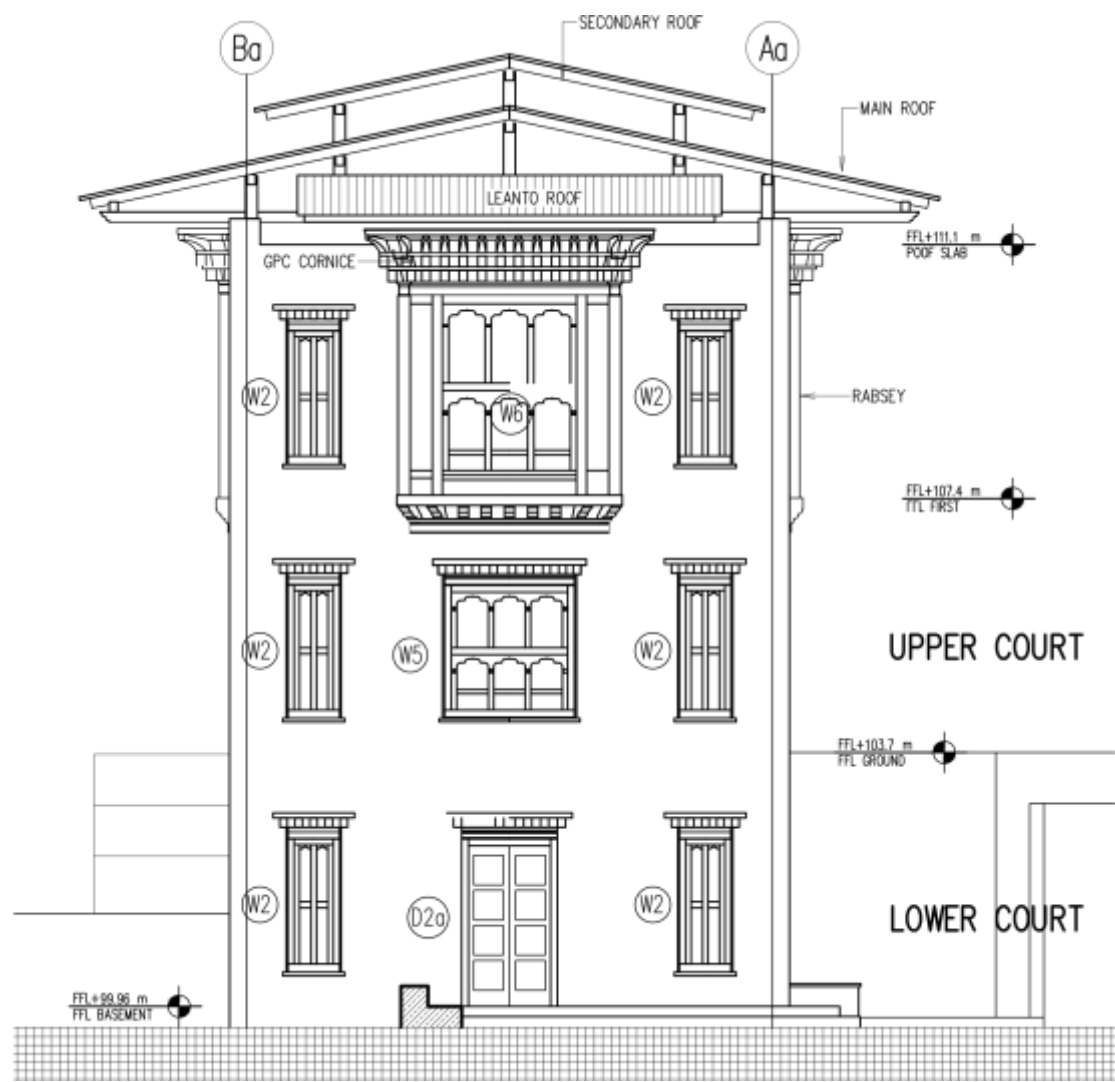
*BPC HQ Main Building Drawings-Elevation 4*



*BPC HQ Annex Building Drawings-Elevation 1*







*BPC HQ Annex Building Drawings-Elevation 3*

**FORM TCH-10 INTEGRITY PACT****INTEGRITY PACT****1 General:**

Whereas *Mr. Drukchu Dorji, General Manager, Distribution Construction Department, Distribution Services* representing the *Bhutan Power Corporation Limited*, hereinafter referred to as the “**Employer**” on one part, and  
*(Name of bidder or his/her authorized representative, with power of attorney)*

.....representing

M/s *(Name of firm/Architect)*....., hereinafter referred to as the “**Bidder**” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to “**large**” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

**2 Objectives:**

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**<sup>2</sup> and **contract administration**<sup>3</sup>, with a view to:

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

**3. Scope:**

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

**4. Commitments of the Employer:**

<sup>2</sup> Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

<sup>3</sup> Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, unauthorized sub-contracting and contract handing/taking over.

The Employer Commits itself to the following:-

- 4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

## **5. Commitments of Bidders**

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

- 5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3 If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

## **6. Sanctions for Violation:**

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.



## **Section 4. Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under paragraph 14 of Section 2. Such Forms are to be used whichever is the selection method indicated in the fourth paragraph of the Letter of Invitation.

FIN-1      Financial Proposal Submission Form

FIN-2      Summary of Costs

---

[Location, Date]

To: [Name and address of Procuring Agency ]

Dear Sirs:

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is exclusive of local taxes, which shall be identified during negotiations and added to the above amount.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

**FORM FIN-2 SUMMARY OF COSTS**

SN	Description of Material	Unit	Qty	Rate (Nu)	Amount(Nu)	Remarks
1	Roller Blinds	sqft	<b>2955</b>			
i	<i>Type 1</i>					
ii	<i>Type 2</i>					
iii	<i>Type 3</i>					

Note;

Review the architectural drawings (Elevations) for reference and site visit shall be facilitated and must be scheduled with the office prior to the visit.

**Standard Form: Letter of Intent**  
*(Letterhead paper of the Employer)*

**Notes on standard form of letter of Intent**

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

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

*(Insert date)*

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

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

Authorized Signature: -----

Name and Title of Signatory:-----

Name of Agency: -----

CC:

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



## Section 5: Terms of Reference (TOR)

### (a) Background

*Since the operation of BPC was initiated from the current location, the blinds for the offices have not been changed with exception of few offices. However, with the renovation of the common areas, the office blinds were observed to be worn and nonfunctional. Therefore to provide the employees with proper space and amenities, the office has purposed for the replacements of the old blinds with new, functional and sustainable blinds.*

### (b) Objectives & Scope of the Services

***The main objectives for inviting the services is the Removal of old vertical blinds for the three (3) office buildings at BPC HQ premises in Thimphu and installation of new blinds for the all offices.***

*Site visits shall be organized at the request of the consultant as and when required.*

### (c) Financial Proposal:

*The Financial proposal shall include all the expenses required to carry out the Services as per the Terms of Reference & other relevant clauses in the Contract Agreement. The Consulting firm shall submit a detailed break-up of all the expenses justifying the quoted amount. The cost break up shall be as per the “**FORM FIN 2: Summary of Cost / Price Schedule**” provide d under instruction to bidders*

### (d) Mode of Payment

The consultancy fee payable to the consulting firm for performing the work shall be released as follows:

SN	Activity	Amount to be released
1	<i>Twenty (20) percent</i> of the lump-sum Amount shall be paid. The advance shall be secured against a bank guarantee acceptable to the Company for the equivalent amount disbursed. <i>The advance payment is only to pay for, Materials and mobilization expenses required specifically for execution of the Contract.</i> <b>All advances shall be recovered when eighty percent (80%) of the installation works are completed.</b>	20% of Contract Amount
2	<i>Seventy (70) percent</i> of the lump-sum amount shall be paid upon delivery of all the Blinds at site, and 80% completion of installation Works. The payment shall be made once the verification works for quality and quantity both have been duly confirmed.	70% of Contract Amount
3	<i>Twenty (20) percent</i> of the lump-sum Amount shall be paid after completion of all works.	20% of Contract Amount
4	<i>Ten (10) percent</i> of the lump-sum amount shall be paid upon after the completion of Liability Period and all rectification works have	10% of Contract Amount

	been corrected as per Procuring Agency's requirements.	
--	--	--

**(e) Responsibility for the Accuracy of the Work:**

*For major lapses or over sights, or difference in quality of the blinds from the approved sample, the consultant shall be fully liable for the repayment of all the costs and making good any other eventualities resulting from non-functioning of the installed items and any damages caused to the infrastructure & office spaces during the execution of the work.*

*The consulting firm shall be liable for proportionately compensation as appropriate for the damages caused to the Procuring agency resulting from Consultant's negligence or failure to discharge the stipulated duties and responsibilities during the execution of the contract.*

**(f) Evaluation and comparison of bids:**

1. The bids will be evaluated by the Combined Quality and Cost Evaluation Method. The Financial Bids of only those Consulting firms that obtain a minimum score of **70 points** in the Technical Proposal shall be opened & evaluated. The financial bid of the firms failing to obtain the minimum score will be returned unopened.
2. The Technical Proposal should contain the following information:
  - 2.1 Consulting firm's Valid Trade License & experience records.
  - 2.2 Detailed Curriculum Vitae of the skilled person;
3. The technical proposals would be evaluated out of 100 points. Criteria, sub-criteria and the points system for the evaluation of Technical Proposals are as given in the following table:

<b>EVALUATION SHEET</b>		
<b>SN</b>	<b>Evaluation Criteria</b>	<b>Points</b>
1	<b>Submission of Sample Blinds :</b> Sample Blinds must be submitted in accordance to the <i><b>Terms of Reference</b></i> and the Selection shall be carried out by a Committee. So samples of roller blinds must be submitted with the rate for each. The selection shall be based on the committee's preferences & recommendations.	<b>[60]</b>
2	Availability of skilled worker for executing the work. The firm must submit CVs of relevant personnel with work experience.  <i>(5 points will be awarded for each CV of a skilled worker, for a maximum of 4 skilled workers)</i>	<b>[20]</b>
3	<b>Experience in region.</b> Similar works experiences of the same nature of work must be submitted with valid documents for verification purposes.	<b>[20]</b>

	<i>(5 points will be awarded for each work experience to a maximum of 4 works of similar nature)</i>	
	Total points	<b>100</b>

The minimum technical score  $S_t$  required to pass is: **70 Points**

4. The Financial proposal shall include all the expenses as per ToR and shall be opened in presence of consultants' representative who chose to attend after the evaluation of technical bid is complete.
5. The Financial proposal shall be evaluated for any arithmetical errors and for the purpose of comparison, all the cost shall be converted to a single currency i.e. Ngultrum.
6. The technical and financial proposals shall be assigned weightages of 70% and 30% respectively. The firm obtaining the highest total score shall be invited for negotiations.
7. The financial proposal (Detail Investigation & Design) shall show the detail cost break up as per the "FORM FIN-2: SUMMARY of Costs / Price SCHEDULE" enclosed.

## **Section 6: Standard Forms of Contract**

# **ANNEX II. Consulting Services: Lump-Sum Contract**

# **STANDARD FORM OF CONTRACT**

## **Consulting Services Lump-Sum**

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## Preface

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



## **CONTRACT FOR CONSULTING SERVICES**

### **Lump-Sum**

between

**Distribution Construction Department, DS  
Bhutan Power Corporation Limited**

and

[name of the Consultant]

Dated: June , 2021

## I. Form of Contract

### LUMP-SUM

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

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

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Description of Services	___ Not used
Appendix B: Reporting Requirements	___ Not used
Appendix C: Key Personnel and Sub-Consultants	___ Not used
Appendix D: Breakdown of Contract Price in Foreign Currency	___ Not used
Appendix E: Breakdown of Contract Price in Local Currency	___ Not used
Appendix F: Services and Facilities Provided by the Procuring Agency	___ Not used
Appendix G: Form of Advance Payment Guarantee	___ Not used
2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

- (b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

---

*[Authorized Representative]*

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

---

*[Authorized Representative]*

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

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

*[name of member]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

etc

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

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

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

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

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

**(f) Day:** A calendar day.

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

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

**(i) GC:** These General Conditions of Contract.

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

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

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

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

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

**(o) Personnel:** Professional and support staff provided by the

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

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

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

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

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

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

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

## **1.2 Law Governing Contract**

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

## **1.3 Language**

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

## **1.4 Notices**

### **1.4.1**

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

### **1.4.2**

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

## **1.5 Location**

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

## **1.6 Authority of Member Charge**

**of in** 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 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. 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" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" 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" 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" 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 Commence-**

The Consultant shall begin carrying out the Services not later than

- ment of Services** of the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as is specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **2.5 Force Majeure**

- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

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



after being notified or within any further period as the Procuring Agency may have subsequently approved in writing.

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

#### **2.6.2 By the Consultant**

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

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

#### **2.6.3 Payment upon Termination**

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

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

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

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

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

**3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

**3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract

**3.3 Confidentiality** Except with the prior written consent of the Procuring Agency, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Procuring Agency's Prior Approval** The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered on CD ROM in addition to the hard copies specified in the said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Procuring Agency**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Procuring Agency, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant:
- (a) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and the bases thereof, and
  - (b) shall periodically permit the Procuring Agency or its designated representative, for a period of up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by

auditors, if so required by the Procuring Agency.

#### **4. CONSULTANT'S PERSONNEL**

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Procuring Agency.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
  - (b) If the Procuring Agency (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.
  - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- 4.3 Resident Project Manager** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in Bhutan a resident project manager, acceptable to the Procuring Agency, shall take charge of the performance of the Services.

#### **5. OBLIGATIONS OF THE PROCURING AGENCY**

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

- 5.2 Change in the Applicable Laws of Bhutan Related 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

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:</p> <p><b>Procuring Agency:</b></p> <p><i>Civil Works Division Distribution Construction Department Distribution Services, Bhutan Power Corp. Ltd. Thimphu, Bhutan</i></p> <p><b>Attention:</b></p> <p>Sr. Manager Tele : 00975 02333577 Extn 330 E-mail : <a href="mailto:kinleyyangdon@bpc.bt">kinleyyangdon@bpc.bt</a></p> <p><b>Consultant:</b></p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: Mr. Sandeep Rai, DCSD</p> <p>For the Consultant: _____</p>
2.1	The effectiveness of the contract shall be with effect from the <i>Signing of Contract</i>

2.2	The Consultant shall begin carrying out the Services not later than 1 week from the date of <i>Signing of Contract</i>
2.3	This Contract shall expire at the end of <b>90 (Ninety) Days</b> from the date of <i>Signing of Contract</i>
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.
6.2(a)	The amount in foreign currency or currencies is : <i>Not Applicable</i>
6.2(b)	The amount in Ngultrum is <i>Contract Amount</i>
	<p><b>PAYMENT SCHEDULE</b></p> <p><i>The Consultant must submit a Performance Security prior to signing of the Contract. The amount of Performance Security shall be ten percent (10%) of the Contract Price.</i></p> <p><i>The Performance Security shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion</i></p> <p>The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Employer may claim the full amount of the Performance Security.</p> <p>(a) <b>Twenty (20) percent</b> of the lump-sum Amount shall be paid. The advance shall be secured against a bank guarantee acceptable to the Company for the equivalent amount disbursed. <i>The advance payment is only to pay for, Materials and mobilization expenses required specifically for execution of the Contract. All advances shall be recovered when eighty percent (80%) of the installation works are completed.</i></p> <p>(b) <b>Seventy (70) percent</b> of the lump-sum amount shall be paid upon delivery of all the Blinds at site, and 80% completion of installation Works. The payment shall be made once the verification works for quality and quantity both have been duly confirmed.</p> <p>(c) <b>Twenty (20) percent</b> of the lump-sum Amount shall be paid after completion of all works.</p> <p>(d) <b>Ten (10) percent</b> of the lump-sum amount shall be paid upon after the completion of Liability Period and all rectification works have been corrected as per Procuring Agency's requirements.</p> <p><i>Price adjustment provisions are not applicable</i> (simple supply &amp; installation work with short period for execution)</p>
6.5	The interest rate is: <i>as fixed by Royal Monetary Authority, Bhutan.</i>



8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</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 <i>Bhutan Alternate Dispute Resolution Center</i> 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.</p> <p>The place of arbitration: Thimphu, Bhutan.</p>
	<p><b><i>Additional Clause</i></b>  <b><i>Extension of completion time</i></b>  <i>An extension of the time for completion of the services may be allowed by the Client for the following reasons;</i></p> <ul style="list-style-type: none"> <li><i>a. Substantial additional work has to be done</i></li> <li><i>b. Delay or impediment on the part of <b>Client</b> and</i></li> <li><i>c. There are unusual circumstances or conditions that have occurred which are not directly attributable to the <b>Consultant</b></i></li> </ul> <p><i>The consultant must give notice of any vent causing a delay within <b>seven (7) days</b> of such occurrence and the client must within a reasonable time decide on extended date of completion.</i></p>
	<p><b><i>Liquidated damages</i></b></p> <p><i>If the consultant fails to complete the whole of the works/services. Or any part thereof (if to be completed in section), within the times agreed upon for completion, the Procuring Agency shall have the right to levy liquidated damages equivalent to <b>0.01 percent</b> of the total contract price for everyday of delay. However, the total amount of liquidated damages shall not exceed <b>ten (10) percent</b> of the Contract Price</i></p>

### Appendix 1- 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]*) 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\_\_\_, 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)]*