

STANDARD REQUEST FOR PROPOSALS



“DESIGN AND CONSTRUCTION OF STADIUM AT SAMDRUP JONGKHAR, LAP II – SPORTS CENTER” (FEBRUARY 2020)

Royal Government of Bhutan

**Thromde Administration
Samdrup Jongkhar**

Preface

This Standard Request for Proposals (SRFP) is based on the Procurement Rules and Regulations of the Royal Government of Bhutan. The SRFP must be used in the Procurement of Consulting Services, and can be used with different selection methods, i.e., quality- and cost-based selection (QCBS), quality-based selection (QBS), selection under a fixed budget (FBS), least-cost selection (LCS), selection based on Consultants' qualifications (CQS), and single-source selection (SSS). This document will be effective from 1st July, 2019.

To obtain further information on procurement you may contact:

Public Procurement Policy Division
Ministry of Finance
Royal Government of Bhutan

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Section 1: Letter of Invitation

[Insert Invitation Ref No & Date]

[Insert name and address of Consultant]

Dear Mr/Ms *[Insert name, if known]*

The *[insert name of Procuring Agency]* invites proposals to provide the following consulting services: *[insert name and brief summary of the consulting services assignment, including the period for its execution]*. More details on the services are provided in the Terms of Reference.

This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

[insert List of Shortlisted Consultants]

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

A Consultant will be selected under *[insert Selection Method]* and procedures described in this RFP, in accordance with the latest Procurement Rules and Regulations in force of the Royal Government of Bhutan

The Proposals are to be submitted at the latest by *[insert the date and time of submission]* and the Technical Proposals will be opened on *[insert the date and time of opening]*.

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

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

Please inform us in writing at the following address:

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

Address for responses:

[insert address]

Yours sincerely,

[insert signature, name, and title of Procuring Agency's representative]

Section 2: Instructions to Consultants

Definitions:

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

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

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

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

(e) Day: A calendar day.

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

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

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

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

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

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

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

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

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

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

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

(q) Terms of Reference (TOR): The document included in the RFP as Section 5

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

1 Introduction

- 1.1 The Procuring Agency named in the Data Sheet will select a consulting firm/organisation (the Consultant) from those listed in the Letter of Invitation¹ in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for Consulting Services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take these into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a pre-proposal meeting if one is specified in the Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Procuring Agency's representative named in the Data Sheet to obtain additional information on the pre-proposal meeting. Consultants should ensure that this official is advised of the proposed attendance at the meeting in adequate time to allow them to make appropriate arrangements.
- 1.4 The Procuring Agency will provide in timely fashion and at no cost to the Consultant the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2 Conflict of Interest

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

a) Conflicting Activities:

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

¹ Only if Expression of Interest has taken place.

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

(b) Conflicting Assignments:

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

(c) Conflicting Relationships:

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

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

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

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

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

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

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

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

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

3 Unfair Advantage

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

4 Fraud and Corruption

4.1 It is RGoB policy to require that Consultants, their Sub-Consultants and the Personnel of them both observe the highest standards of ethics during the procurement and execution of contracts.² In pursuance of this policy, the RGoB:

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

- (i) "corrupt practice"³ means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value⁴ to influence improperly the actions of another party;
- (ii) "fraudulent practice"⁵ means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"⁶ means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"⁷ means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

² In this context, any action taken by a Consultant, Sub-Consultant or the Personnel of either of them to influence the procurement process or contract execution for undue advantage is improper.

³ "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes staff and employees of any organizations (including any institutions providing finance for the Services) taking or reviewing procurement decisions.

⁴ "anything of value" includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

⁵ a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁶ "parties" refers to participants in the procurement process (including public officials) and an "improper purpose" includes attempting to establish proposal prices at artificial, non competitive levels.

⁷ a "party" refers to a participant in the procurement process or contract execution.

- (v) "obstructive practice" means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under sub-paragraph (d) below of this paragraph 4.1.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a Consultant or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
- (d) will have the right to require that a provision be included in Requests for Proposals and in contracts financed by the RGoB, requiring Consultants and their Sub-Consultants to permit the Procuring Agency, any organisation or person appointed by the Procuring Agency and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their submission of proposals and contract performance, and to have them audited by auditors appointed by the Procuring Agency;
- (e) requires that Consultants, as a condition of admission to eligibility, execute and attach to their Proposals an Integrity Pact Statement in the form provided in Form TECH-10 of Section 3 as specified in ITC. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Proposal; and
- (f) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action as per the statutes and provisions of the relevant agency.

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

4.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as

requested in the Financial Proposal Submission Form (Section 4).

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| 5 | Origin of Goods and Consulting Services | <p>5.1 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <p>(a) as a matter of law or official regulation, RGoB prohibits commercial relations with that country; or</p> <p>(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.</p> |
| 6 | Only one Proposal per Consultant | <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 the same Sub-Consultant, including individual experts, in more than one proposal.</p> |
| 7 | Proposal Validity | <p>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.</p> |
| 8 | Eligibility of Sub-Consultants | <p>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.</p> |
| 9 | Exclusion of Consultant or Sub-Consultants | <p>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:</p> <p>(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</p> <p>(b) its affairs are being administered by a court, judicial officer or by an appointed liquidator; or</p> <p>(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</p> <p>(d) it has been found guilty of professional misconduct by a recognized tribunal or professional body; or</p> <p>(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</p> |

- (f) it is or has been guilty of serious misrepresentation in supplying information in its tender or in the prior process leading to it being classified as a shortlisted Consultant; or
- (g) it has been convicted for fraud and/or corruption by a competent authority; or
- (h) it has not fulfilled any of its contractual obligations with the Procuring Agency in the past; or
- (i) he has been debarred from participation in public procurement by any competent authority as per law.

10 Contents, Clarification and Amendment of the RFP Document

10.2 The RFP document comprises:

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

10.3 Consultants may request a clarification of any part of the RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of the inquiry) to all Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 10.4 below;

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

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

11 Preparation of Proposals

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

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

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

- (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants

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

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

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

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

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

(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.

Instructions to Consultants

DATA SHEET

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

| ITC Paragraph Reference | Details |
|-------------------------|--|
| 1.1 | Name of the Procuring Agency : Thromde Administration, Samdrup Jongkhar Method of selection: Quality Based Selection (QBS) |
| 1.2 | Financial Proposal to be submitted together with Technical Proposal: Refer ToR. The name of the assignment is: Design and construction of stadium at Samdrup Jongkhar, LAP II- Sports Center The scope of the assignment and expected time of its completion are: Refer ToR |
| 1.3 | A pre-proposal conference will be held: No The Procuring Agency 's representative is: Executive Secretary Thromde Administartion, Samdrup Jongkhar Telephone: 251557 Fax: 251305 Email: tchoedup@sjthromde.gov.bt |
| 1.4 | The Procuring Agency will provide the following inputs and facilities: Cadastral data of site boundary (detailed topo survey shall be done by bidders before designing). |
| 2.1 (a) | The Procuring Agency envisages the need for continuity for downstream work: Yes (TOR attached) |
| 4.1 (e) | The bidders shall submit a signed Integrity Pact: Yes (to be signed by lead partner) |
| 7.1 | Proposals must remain valid for <i>twelve months</i> after the submission date, (i.e. until: 4th May, 2021) |
| 10.2 | Clarifications may be requested not later than 5 days before the submission date. The address for requesting clarifications is: Offtg.Chief Engineer, Infrastructure Development Division, Thromde Administration, Samdrup Jongkhar Telephone: 251728 Fax: 251305 Email: ndorji@sjthromde.gov.bt |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------|---|--------------|--|-----------|---|--|-------|----|---|------|-----|--|------|----|---------------------------------------|------|--|--------------------|--------------|--|--|--|--|--|--|--|--|--|
| 10.3 | A pre-proposal meeting will not be conducted. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.3 (a) | Shortlisted Consultants may associate with other shortlisted Consultants: No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.3 (b) | [Select one of the following two sentences] The estimated number of professional staff-months required for the assignment is: <u>4 (four)</u> Nos | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12.1 | Proposals shall be submitted in the following language: English | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13.1 | The format of the Technical Proposal to be submitted is: FTP | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13.1 (g) | Training is a specific component of this assignment: No | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14.2 | Consultant to state local cost in Ngultrum: Yes | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15.1 | Amounts payable by the Procuring Agency to the Consultant under the Contract to be subject to local taxation: Refer ToR | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16.3 | The Consultant must submit the original and <u>one</u> copy of the Technical Proposal | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16.8 | <p>The Proposal submission address is:</p> <p>Executive Secretary,</p> <p>Thromde Administration,</p> <p>Samdrup Jongkhar</p> <p>Proposals must be submitted no later than the following date and time: 29th April, 2020 at 10:30 AM, Bhutan Standard Time (BST).</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20.1 | <p>Criteria, sub-criteria and the points system for the evaluation of Technical Proposals are:</p> <p>(A) Specific experience of the Consultant relevant to the assignment: [10]</p> <table border="1"> <tr> <td>A</td><td>Specific experience of the consultancy firm relevant to the assignment within last five years</td><td>10</td></tr> <tr> <td>i</td><td>Above three numbers of similar work done within last five years (100% of 10)</td><td>10.00</td></tr> <tr> <td>ii</td><td>Above two numbers of similar work done within last five years (75% of 10)</td><td>7.50</td></tr> <tr> <td>iii</td><td>Above one number of similar work done within last five years (30% of 10)</td><td>3.00</td></tr> <tr> <td>iv</td><td>No similar work experience (0% of 10)</td><td>0.00</td></tr> <tr> <td></td><td>Total for A</td><td>10.00</td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </table> | A | Specific experience of the consultancy firm relevant to the assignment within last five years | 10 | i | Above three numbers of similar work done within last five years (100% of 10) | 10.00 | ii | Above two numbers of similar work done within last five years (75% of 10) | 7.50 | iii | Above one number of similar work done within last five years (30% of 10) | 3.00 | iv | No similar work experience (0% of 10) | 0.00 | | Total for A | 10.00 | | | | | | | | | |
| A | Specific experience of the consultancy firm relevant to the assignment within last five years | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| i | Above three numbers of similar work done within last five years (100% of 10) | 10.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ii | Above two numbers of similar work done within last five years (75% of 10) | 7.50 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| iii | Above one number of similar work done within last five years (30% of 10) | 3.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| iv | No similar work experience (0% of 10) | 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Total for A | 10.00 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|----------|--|--------------|
| B | Adequacy of the proposed methodology and work plan in responding to the Terms of Reference | 50.00 |
| | Bidders shall be evaluated based on the presentation on the methodology and Technical approach including Design & Specifications, work plan and Staffing of the Organization. For further details please refer ToR. | 50 |
| | Total for (B) | 50 |

C. Key professional staff qualifications, experience and competence for the assignment:**I) Architect (Design team leader)- Qualification as per TOR [20]**

| | | |
|-----|---|------|
| 1 | General qualifications:-(25% of 20) | 5 |
| 2 | Adequacy for the assignment:- (60% of 20) | 12 |
| i | Seven (7) years and above experience in design works (100% of 12) | 12 |
| ii | 5-7 years of experience in design works (50% of 12) | 06 |
| iii | 3-5years of experience in design works (25% of 12) | 3 |
| iv | Below 3 years (10% of 12) | 1.2 |
| v | None | 0.00 |
| 3 | Experience in the region and language (15% of 20) | 3 |
| i | Work experience in similar working and climatic conditions (100% of 3) | 3 |
| ii | No work experience in similar working and climatic conditions (0% of 3) | 0.00 |

II) M.E.P Engineer – Qualification as per TOR [5]

| | | |
|-----|---|--------|
| 1 | General qualifications:-(30% of 5) | 1.5 |
| 2 | Adequacy for the assignment:- (55% of 5) | 2.75 |
| i | Five (5) years for Bachelors Degree and 7 years for Diploma and above experience in similar work (100% of 2.75) | 2.75 |
| ii | 3-4 years for Bachelors Degree and 5-7 years of experience for Diploma in similar work (50% of 2.75) | 1.375 |
| iii | 0-2 for Bachelors Degree and 0-5 years of experience for Diploma in similar work (25% of 2.75) | 0.6875 |
| iv | None | 0.00 |
| 3 | Experience in the region and language (15% of 5) | 0.75 |
| i | Work experience in similar working and climatic conditions (100% of 0.75) | 0.75 |
| ii | No work experience in similar working and climatic conditions (00% of 1.5) | 00 |

| | | |
|--|------|--|
| | 1.5) | |
|--|------|--|

III) Civil/project Engineer – Qualification as per TOR [5]

| | | |
|---|------------------------------------|------|
| 1 | General qualifications:-(30% of 5) | 1.50 |
|---|------------------------------------|------|

| | | |
|-----|---|--------|
| 2 | Adequacy for the assignment:- (30% of 5) | 2.75 |
| i | Five (5) years and above experience for bachelors degree and 8 years and above for diploma in similar kind of works and working conditions (100% of 2.75) | 2.75 |
| ii | 3-5 years of experience for bachelors and 5-8 years for diploma in similar kind of works and working conditions (50% of 2.75) | 1.375 |
| iii | 0-3 years of experience for bachelors degree and 0-5 years for diploma in similar kind of works and working conditions (25% of 2.75) | 0.6875 |
| iv | None | 0.00 |

| | | |
|----|--|------|
| 3 | Experience in the region and language (15% of 5) | 0.75 |
| i | Work experience in similar working and climatic conditions (100% of 0.75) | 0.75 |
| ii | No work experience in similar working and climatic conditions (0% of 0.75) | 0.00 |

IV) Structure Engineer – Qualification as per TOR [10]

| | | |
|---|-------------------------------------|-----|
| 1 | General qualifications:-(30% of 10) | 3.0 |
|---|-------------------------------------|-----|

| | | |
|-----|--|-------|
| 2 | Adequacy for the assignment:- (55% of 10) | 5.5 |
| i | seven (7) years and above experience in design works (100% of 5.5) | 5.5 |
| ii | 5-7 years of experience in design works (50% of 5.5) | 2.75 |
| iii | 0-5 years of experience in design works (25% of 5.5) | 1.375 |
| iv | None | 0.00 |

| | | |
|----|---|--------------|
| 3 | Experience in the regions and languages (15% of 10) | 1.5 |
| i | Work experience in similar working and climatic conditions (100% of 1.5) | 1.5 |
| ii | No work experience in similar working and climatic conditions (0% of 1.5) | 0.00 |
| | Total for C | 40.00 |

(D) Participation by nationals among proposed key staff [10]

| | | |
|-----|--|---------------|
| i | All key staff Nationals (100% of 10) | 10 |
| ii | More than 50 % key staff Nationals (50% of 10) | 5 |
| iii | More than 25% but Less than 50% key staff national (25% of 10) | 2.5 |
| iv | All key staff non-nationals | 0.00 |
| | Total for D | 10.00 |
| | Grand Total (A+B+C+D) | 100.00 |

| | |
|-------------|---|
| | <i>Note: For similar work experience, CVs of the professionals shall be supported by at least two references from past client.</i> |
| 21.4 | Applicable |
| 21.6 | Applicable |
| 22.1 | Expected date and address for contract negotiations: Will be notified officially |
| 28.6 | Expected date for commencement of consulting services: Will be notified officially |

Section 3. Technical Proposal - Standard Forms

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

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

TECH-1 Technical Proposal Submission Form TECH-

2 Consultant's Organization and Experience

- A. Consultant's Organization
- B. Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency

- A. On the Terms of Reference
- B. On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

TECH-9 Drawings/Specifications (if applicable)

TECH-10 Integrity Pact Statement

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope⁸.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

⁹ [Delete in case no association is foreseen.]

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

| | |
|--|---|
| Assignment name: | Approx. value of the contract (in BTN): |
| Procuring Agency : | Duration of assignment (months): |
| Address: | Total number of staff months of the assignment: |
| | Approximate value of the services provided by your firm under the contract (BTN): |
| Start date (month/year): | Nº of professional staff-months provided by associated Consultants: |
| Completion date (month/year): | |
| Name of associated Consultants, if any: | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |

Firm's Name: _____

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

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

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

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

b) Work Plan. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

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

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

[illegible]

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**1. Proposed Position** [*only one candidate shall be nominated for each position*]: _____**2. Name of Firm** [*Insert name of firm proposing the staff*]: _____**3. Name of Staff** [*Insert full name*]: _____**4. Date of Birth:** _____ **Nationality:** _____**5. Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____**6. Membership of Professional Associations:** _____**7. Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____**8. Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____**9. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____**10. Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format herebelow): dates of employment, name of employing organization, positions held.*]:

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

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned[*List all tasks to be performed under this assignment*]**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

Name of assignment or project: _____

Year: _____

| | |
|--|--|
| | <p>Location:_____</p> <p>Procuring Agency or Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> |
|--|--|

13. Certification:



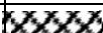

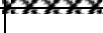










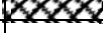


I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any willful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

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

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

 Full time input
 Part time input

FORM TECH-8 WORK SCHEDULE

| N° | Activity ¹ | Months ² | | | | | | | | | | | | |
|----|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
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- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Procuring Agency approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-9 DRAWINGS/SPECIFICATIONS (IF APPLICABLE)

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

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

Whereas *Mr. Tougay Choedup* representing the Department of Engineering Services, Ministry of Works and Human Settlements, Royal Government of Bhutan, hereinafter referred to as the **“Employer”** on one part, and representing M/s....., hereinafter referred to as the **“Bidder”** on the other part hereby execute this agreement as follows:

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

2 Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**⁸ and **contract administration**⁹, with a view to:

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

3. Scope:

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

4. Commitments of the Employer:

The Employer Commits itself to the following:-

- 4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept,

⁸ 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.

⁹ Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, unauthorized sub-contracting and contract handing/taking over.

directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.

- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.
- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

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

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

6. Sanctions for Violation:

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

- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, mis-representation, providing false/fake documents, bid rigging, bid

steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.

6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

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

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

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

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

Affix
Legal
Stamp

Affix
Legal
Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

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Contact No.:

Witness: _____

Witness: _____

Name:

Name:

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Contact No.:

Section 5: Terms of Reference (TOR)

ATTACHED

Section 6: Standard Forms of Contract

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

Four standard forms of Contract are provided:

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

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

Annex III: Standard Form of Contract: Small Assignments – Time-Based Payments

Annex IV: Standard Form of Contract: Small Assignments – Lump Sum Payments

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

The attached Form of Contract shall be used.

