

STANDARD REQUEST FOR PROPOSALS

PROCUREMENT OF CONSULTING SERVICES



Royal Government of Bhutan
Ministry of Finance

2019

TABLE OF CONTENTS

Section 1: Letter of Invitation	2
Section 2: Instructions to Consultants.....	3
Section 3. Technical Proposal - Standard Forms	29
Section 4. Financial Proposal - Standard Forms.....	43
Section 5. Terms of Reference	52
Section 6. Eligible Countries	74
Section 7: Standard Forms of Contract.....	75
Annex I: Standard Form of Contract: Consulting Services (Lump-Sum Contract)	76

REQUEST FOR PROPOSALS
RFP # TCB/SD/34/2019-2020/9896

Project Name Tourism Portal and Statistics Dashboard

Procuring Agency Tourism Council of Bhutan

Title of Consulting Services Development of Tourism Portal

SECTION 1: LETTER OF INVITATION

TCB/SD/34/2019-2020/ 9896

Date: 7/10/2019

To,

Dear Sir/Madam,

The **Tourism Council of Bhutan** invites proposals to provide the following consulting services: Tourism Portal and Statistics Dashboard. More details on the services are provided in the Terms of Reference.

This Request for Proposal (RFP) has been addressed to all the interested national IT Firms. It is not permissible to transfer this invitation to any other firm.

A Consultant will be selected under "quality and cost (QCBS)" and procedures described in this RFP, in accordance with the latest Procurement Rules and Regulations 2019 in force of the Royal Government of Bhutan.

The Proposals are to be submitted at the latest by **12:30 PM on 12th November 2019** and the Technical Proposals will be opened on **12th November 2019 at 2:30 PM**.

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

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

Director General, Tourism Council of Bhutan, Thimphu.

Yours sincerely,


Dorji Dhradhut
Director General
Tourism Council of Bhutan

SECTION 2: INSTRUCTIONS TO CONSULTANTS

Definitions

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

- l) **Proposal:** The Technical Proposal and the Financial Proposal.
- m) **RFP:** The Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.
- n) **SRFP:** The Standard Request for Proposals, which must be used by the Procuring Agency as a guide for the preparation of the RFP.
- o) **Services:** The work to be performed by the Consultant pursuant to the Contract.
- p) **Sub-Consultant:** Any person or entity to whom/which the Consultant subcontracts any part of the Services.
- q) **Terms of Reference (TOR):** The document included in the RFP as Section 5 which defines the objectives, goals, scope of work, activities, tasks, responsibilities of the Procuring Agency and the Consultant, required outputs and results of the assignment, as well as background information (including a list of existing relevant studies and basic data) to facilitate the Consultants' preparation of their proposals

1. Introduction

- 1.1. The Procuring Agency named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for Consulting Services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3. Consultants should familiarize themselves with local conditions and take these into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a pre-proposal meeting if one is specified in the Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Procuring Agency's representative named in the Data Sheet to obtain additional information on the pre-proposal meeting. Consultants should ensure that this official is advised of the proposed attendance at the meeting in adequate time to allow them to make appropriate arrangements.
- 1.4. The Procuring Agency will timely provide at no cost to the Consultant the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.

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

2. Conflict of Interest

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

- a) **Conflicting Activities:**

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

- b) **Conflicting Assignments:**

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

c) Conflicting Relationships:

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

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

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

- a) they are not current employees of the Procuring Agency, and
- b) they are on leave without pay from their official position, and
- c) they are allowed to work full-time outside of their previous official position.

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

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

- 3. Unfair Advantage** 3.1. If a Consultant could derive a competitive advantage from having provided Consulting Services related to the assignment in question, the Procuring Agency shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- 4. Fraud and Corruption** 4.1. It is RGoB policy to require that Consultants, their Sub-Consultants and the Personnel of them both observe the highest standards of ethics during the procurement and execution of contracts.¹ In pursuance of this policy, the RGoB:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value³ to influence improperly the actions of another party;
 - (ii) “fraudulent practice”⁴ means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”⁵ means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁶ means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

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

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

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

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

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

6 a “party” refers to a participant in the procurement process or contract execution.

- (v) “obstructive practice” means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under sub-paragraph d below of this paragraph 4.1.
- b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- c) will sanction a Consultant or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
- d) will have the right to require that a provision be included in Requests for Proposals and in contracts financed by the RGoB, requiring Consultants and their Sub-Consultants to permit the Procuring Agency, any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their submission of proposals and contract performance, and to have them audited by auditors appointed by the Procuring Agency;
- e) Requires that Consultants, as a condition of admission to eligibility, execute and attach to their Proposals an Integrity Pact Statement in the form provided in Form TECH-8 of Section 3 as specified in ITC. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Proposal; and
- f) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action as per the statutes and provisions of the relevant agency.

- 4.2. Consultants, their Sub-Consultants, and their affiliates shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Procuring Agency in accordance with the above sub-paragraph (c) of this paragraph 4.1. Furthermore, Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 4.3. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal Submission Form (Section 4).
5. **Origin of Goods and Consulting Services**
 - 5.1. Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
 - a) as a matter of law or official regulation, RGoB prohibits commercial relations with that country; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Bhutan prohibits any imports of goods or services from that country or any payments to persons or entities in that country.
6. **Only one Proposal per Consultant**
 - 6.1. A Consultant may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, in more than one proposal.
7. **Proposal Validity**
 - 7.1. The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best efforts to complete negotiations within this period. Should the need arise, however, the Procuring Agency may request Consultants in writing to extend the validity period of their proposals. Consultants who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
8. **Eligibility of Consultants**
 - 8.1. The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for RGoB projects.

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

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

9. Restrictions for State-Owned Enterprises

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

- a) are legally and financially autonomous
- b) operate under commercial law, and
- c) are not under supervision of the Employer.

10. Exclusion of Consultant or Sub-Consultants

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

- a) it is insolvent or is in receivership or is a bankrupt or is in the process of being wound up, or has entered into an arrangement with creditors; or
- b) its affairs are being administered by a court, judicial officer or by an appointed liquidator; or
- c) it has suspended business, or is in any analogous situation arising from similar procedures under the laws and regulations of its country of establishment; or
- d) it has been found guilty of professional misconduct by a recognized tribunal or professional body; or
- e) it has not fulfilled its obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which it is established or of the Kingdom of Bhutan; or
- f) it is or has been guilty of serious misrepresentation in supplying information in its tender or in the prior process leading to it being classified as a shortlisted Consultant; or
- g) it has been convicted for fraud and/or corruption by a competent authority; or
- h) it has not fulfilled any of its contractual obligations with the Procuring Agency in the past; or
- i) he/she has been debarred from participation in public procurement by any competent authority as per law.

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

- a) it is insolvent or is in receivership or is a bankrupt or is in the process of being wound up, or has entered into an arrangement with creditors; or
- b) its affairs are being administered by a court, judicial officer or by an appointed liquidator; or
- c) it has suspended business, or is in any analogous situation arising from similar procedures under the laws and regulations of its country of establishment; or
- d) it has been found guilty of professional misconduct by a recognized tribunal or professional body; or
- e) it has not fulfilled its obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which it is established or of the Kingdom of Bhutan; or
- f) it is or has been guilty of serious misrepresentation in supplying information in its tender or in the prior process leading to it being classified as a shortlisted Consultant; or
- g) it has been convicted for fraud and/or corruption by a competent authority; or
- h) it has not fulfilled any of its contractual obligations with the Procuring Agency in the past; or
- i) he has been debarred from participation in public procurement by any competent authority as per law.

**11. Contents,
Clarification and
Amendment
of the RFP
Document**

11.1. The RFP document comprises:

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

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

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

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

12. Preparation of Proposals

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

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

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

- a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture/consortium/association or sub-consultancy it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants, if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Procuring Agency if it wishes to enter into a joint venture/consortium/association with non-shortlisted or shortlisted Consultant(s). In the case of a joint venture/consortium/association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as joint venture/consortium/association leader. In the case of a joint venture/consortium/association, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture/consortium/association.
- b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or the budget estimated by the Consultant.
- c) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
- d) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

13. Language

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

14. Technical Proposal Format and Content

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

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

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

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

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

15. Financial Proposals

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

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

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

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

16. Taxes

16.1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the **Data Sheet**.

17. Sealing & Submission of Proposals

- 17.1. The original proposal (Technical Proposal and, if required, Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. The person who signed the Proposal must initial such corrections. Submission letters for the Technical and Financial Proposals shall respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 17.2. An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".
- 17.3. The Technical Proposal shall be marked "Original" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in paragraph 17.6 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.
- 17.4. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the reference number and name of the assignment, and with a warning "**Do Not Open With the Technical Proposal.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked "**CONFIDENTIAL – Do Not Open, except in the presence of the appointed opening official(s), Before [insert the time and date of the submission deadline indicated in the Data Sheet]**". The Procuring Agency shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 17.5. All inner envelopes shall:
- be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant;
 - 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 16.7 hereunder.

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

18. Withdrawal and Substitution of Proposals

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

- a) submitted in accordance with paragraph 17 above (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WiThdraWal” or “SubsTiTuTiOn” and
- b) Received by the Procuring Agency prior to the deadline prescribed for submission of Proposals, in accordance with paragraph 17.6.

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

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

19. Opening of Technical Proposals

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

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

20. Evaluation to be Confidential

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

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

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

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

21. Evaluation of Technical Proposals

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

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

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

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

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

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

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

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

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

23. Correction of Errors

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

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

24. Conversion to Single Currency

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

25. Combined Quality and Cost Evaluation

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

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

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

26. Negotiations

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

27. Technical Negotiations

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

28. Financial Negotiations

- 28.1. If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Consultant's tax liability in Bhutan, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- 28.2. In the cases of QCBS, Fixed-Budget Selection and the Least-Cost Selection methods involving time based Contracts, unless there are exceptional reasons the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- 28.3. In the case of a Lump Sum Contract where price is a factor of selection, the price shall not be negotiated.
- 28.4. Reimbursable costs are payable on an actual expenses incurred basis, and thus shall not be subject to financial negotiation.

29. Availability of Professional Staff/Experts

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

30. Conclusion of the Negotiations

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

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

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

32. Letter of Intent to Award/Award of Contract

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

32.2. If no consultants submits any complaint pursuant to ITC 34 within a period of ten (10) days of the notice provided under ITC 32.1, after completing negotiations the Procuring Agency shall award the Contract to the selected Consultant, and:

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

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

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

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

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

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

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

- b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall normally be not more than 15 days from the date of its receipt by the Consultant;
- c) The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the letter of acceptance and return one copy of each to the Procuring Agency before the expiry of the deadline indicated in the letter of acceptance;
- d) In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Contract shall be awarded to the next lowest evaluated Consultant. Such a failure shall be considered as withdrawal and the provisions of Clause 18.3 shall apply.

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

33. Confidentiality

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

34. Complaint and Review

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

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

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

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

**35. Debriefing by
the Procuring
Agency**

- 35.1. On the receipt of employer's notification of intention to award referred to in ITC 32, an unsuccessful consultant has three (3) working days to make a written request to the employer for debriefing. The employer shall provide a debriefing to all unsuccessful consultants whose request is received within this deadline.
- 35.2. Where a request for debriefing is received within the deadline, the employer shall provide the debriefing within five (5) working days.
- 35.3. The employer shall discuss only such proposal and not the proposal of other consultants. The debriefing shall not include:
- a) point-by-point comparisons with another proposal; and
 - b) information that is confidential or commercially sensitive to other Consultants.
- 35.4. The Purpose of debriefing is to inform the aggrieved consultant of the reasons for lack of success, pointing out the specific shortcomings in its proposal without disclosing contents of other proposals.

INSTRUCTIONS TO CONSULTANTS

DATA SHEET

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

ITC Paragraph Reference	Details
1.1	Name of the Procuring Agency : <u>Tourism Council of Bhutan</u> Method of selection: <u>QCBS</u>
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No _____ The name of the assignment is: <u>Tourism Portal and Statistics Dashboard</u> The scope of the assignment and expected time of its completion are: Development of Tourism Portal and Statistics Dashboard as per the technical TOR. The duration of assignment is six months from the day of contract signing.
1.3	A pre-proposal conference will be held: Yes <input checked="" type="checkbox"/> No _____ 2:30 PM on 29th October 2019 at TCB Conference Hall “B”. The Procuring Agency’s representative is: Mr. Dorji Rinzin, Sr. ICT Officer Address: <u>Tourism Council of Bhutan, Thimphu</u> Telephone: <u>02-331520</u> Facsimile: _____ E-mail: <u>dorjirinzin@tcb.gov.bt, karma@tcb.gov.bt</u>
1.4	The Procuring Agency will provide the following inputs and facilities: Logistics for master training, internet facility and a work station for consultant during execution of the assignment.
4.1 e	The consultant shall submit a signed Integrity Pact: Yes
7.1	Proposals must remain valid for 60 days after the submission date, i.e. until 11th January 2020 .
11.2	Clarifications may be requested not later than 7 days before the submission date (i.e, 5th November 2019). The address for requesting clarifications is: Mr. Dorji Rinzin and Mr. Karma Facsimile: _____ E-mail: <u>dorjirinzin@tcb.gov.bt, karma@tcb.gov.bt</u>
11.3	A pre-proposal meeting will be/will not be conducted. If conducted, it will take place on at 2:30 PM on 29th October 2019 at TCB Conference Hall “B”.
12.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: No

12.3 (b)	The estimated number of professional staff-months required for the assignment is: as per the TOR requirements.
13.1	<p>Proposals shall be submitted in the following language: ENGLISH</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. <u>The Consultant shall not sign versions of the Contract in different languages in addition to the language used in its proposal.</u></p>
14.1	<p>The format of the Technical Proposal to be submitted is:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> 1. Power of Attorney to sign the Proposal 2. TECH-1 3. TECH-2 4. TECH-3 5. TECH-4 6. TECH-5 7. TECH-6 (CV of the professional staff shall be proposed in the format specified in TECH-6. CVs of professional staff proposed in format other than specified in TECH-6 shall not be evaluated). 8. TECH-7 9. TECH-8 <p style="text-align: center;">AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <ol style="list-style-type: none"> 1. FIN-1 2. FIN-2 3. FIN-3 4. FIN-4

14.5	The format of the Technical proposal to be submitted is: FTP
15.1	NOT APPLICABLE
15.2	A Price Adjustment provision applies to remuneration rates: NA
15.3	Consultant to state all cost in Ngultrum: Yes
16.1	The consultant will pay local taxes without reimbursement by the client.
17.2	Power of attorney for representative signing the original proposal: Required
17.3	<p>The Consultant must submit the original, 1 copy, and a soft copy (searchable) of the Technical Proposal, and the original of the Financial Proposal.</p> <p>The outer sealed envelope shall contain:</p> <ul style="list-style-type: none"> a. Sealed envelope for Technical Proposal, <ul style="list-style-type: none"> 1. ORIGINAL PROPOSAL marked "ORIGINAL", 2. COPY marked "COPY", 3. SOFT COPY in a CD/USB drive. b. Sealed envelope for Financial Proposal marked "ORIGINAL".

17.6	The Proposal submission address is: THE DIRECTOR GENERAL, TOURISM COUNCIL OF BHUTAN, THIMPHU BHUTAN.																																																
21.1	<p>Criteria, sub-criteria and the points system for the evaluation of Technical Proposals are:</p> <table border="0"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant relevant to the assignment:</td><td style="text-align: right;">[5]</td></tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td> a) Technical approach and methodology</td><td style="text-align: right;">[15]</td></tr> <tr> <td> b) Work plan</td><td style="text-align: right;">[5]</td></tr> <tr> <td> c) Organization and staffing</td><td style="text-align: right;">[5]</td></tr> <tr> <td>Total points for criterion (ii):</td><td style="text-align: right;">[25]</td></tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td><td></td></tr> <tr> <td> a) Project Manager (1)</td><td style="text-align: right;">[5]</td></tr> <tr> <td> b) Business Analyst/System Analyst (2)</td><td style="text-align: right;">[10]</td></tr> <tr> <td> c) Developer (4)</td><td style="text-align: right;">[20]</td></tr> <tr> <td> d) Tester (2)</td><td style="text-align: right;">[7]</td></tr> <tr> <td> e) DBA (2)</td><td style="text-align: right;">[10]</td></tr> <tr> <td> f) Frontend / UIUX Designer (1)</td><td style="text-align: right;">[3]</td></tr> <tr> <td>Total points for criterion (iii):</td><td style="text-align: right;">[55]</td></tr> <tr> <td colspan="2"> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table border="0"> <tbody> <tr> <td>1. General qualifications</td><td style="text-align: right;">[40]</td></tr> <tr> <td>2. Adequacy for the assignment</td><td style="text-align: right;">[55]</td></tr> <tr> <td>3. Experience in region and Language</td><td style="text-align: right;">[5]</td></tr> </tbody> </table> <p><i>The consultant must meet minimum requirement of the staff as indicated in part 5 of the technical TOR.</i></p> <p style="text-align: right;">Total weight: 100%</p> </td></tr> <tr> <td>(iv) Suitability of the transfer of knowledge (training) program:</td><td></td></tr> <tr> <td> a) Relevance of training program</td><td style="text-align: right;">[3]</td></tr> <tr> <td> b) Training approach and methodology</td><td style="text-align: right;">[4]</td></tr> <tr> <td> c) Qualifications of experts and trainers</td><td style="text-align: right;">[3]</td></tr> <tr> <td>Total points for criterion (iv):</td><td style="text-align: right;">[10]</td></tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultant relevant to the assignment:	[5]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[15]	b) Work plan	[5]	c) Organization and staffing	[5]	Total points for criterion (ii):	[25]	(iii) Key professional staff qualifications and competence for the assignment:		a) Project Manager (1)	[5]	b) Business Analyst/System Analyst (2)	[10]	c) Developer (4)	[20]	d) Tester (2)	[7]	e) DBA (2)	[10]	f) Frontend / UIUX Designer (1)	[3]	Total points for criterion (iii):	[55]	<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table border="0"> <tbody> <tr> <td>1. General qualifications</td><td style="text-align: right;">[40]</td></tr> <tr> <td>2. Adequacy for the assignment</td><td style="text-align: right;">[55]</td></tr> <tr> <td>3. Experience in region and Language</td><td style="text-align: right;">[5]</td></tr> </tbody> </table> <p><i>The consultant must meet minimum requirement of the staff as indicated in part 5 of the technical TOR.</i></p> <p style="text-align: right;">Total weight: 100%</p>		1. General qualifications	[40]	2. Adequacy for the assignment	[55]	3. Experience in region and Language	[5]	(iv) Suitability of the transfer of knowledge (training) program:		a) Relevance of training program	[3]	b) Training approach and methodology	[4]	c) Qualifications of experts and trainers	[3]	Total points for criterion (iv):	[10]
	<u>Points</u>																																																
(i) Specific experience of the Consultant relevant to the assignment:	[5]																																																
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:																																																	
a) Technical approach and methodology	[15]																																																
b) Work plan	[5]																																																
c) Organization and staffing	[5]																																																
Total points for criterion (ii):	[25]																																																
(iii) Key professional staff qualifications and competence for the assignment:																																																	
a) Project Manager (1)	[5]																																																
b) Business Analyst/System Analyst (2)	[10]																																																
c) Developer (4)	[20]																																																
d) Tester (2)	[7]																																																
e) DBA (2)	[10]																																																
f) Frontend / UIUX Designer (1)	[3]																																																
Total points for criterion (iii):	[55]																																																
<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table border="0"> <tbody> <tr> <td>1. General qualifications</td><td style="text-align: right;">[40]</td></tr> <tr> <td>2. Adequacy for the assignment</td><td style="text-align: right;">[55]</td></tr> <tr> <td>3. Experience in region and Language</td><td style="text-align: right;">[5]</td></tr> </tbody> </table> <p><i>The consultant must meet minimum requirement of the staff as indicated in part 5 of the technical TOR.</i></p> <p style="text-align: right;">Total weight: 100%</p>		1. General qualifications	[40]	2. Adequacy for the assignment	[55]	3. Experience in region and Language	[5]																																										
1. General qualifications	[40]																																																
2. Adequacy for the assignment	[55]																																																
3. Experience in region and Language	[5]																																																
(iv) Suitability of the transfer of knowledge (training) program:																																																	
a) Relevance of training program	[3]																																																
b) Training approach and methodology	[4]																																																
c) Qualifications of experts and trainers	[3]																																																
Total points for criterion (iv):	[10]																																																

	(v) Participation by nationals among proposed key staff	[5]
	Total points for the five criteria	100
	The minimum technical score St required to pass is: 70 Points	
24.1	<p>The single currency for price conversions is Bhutanese Ngultrum (BTN).</p> <p>The source of official selling rates is the Royal Monetary Authority of Bhutan.</p> <p>The date of exchange rates is: NOT APPLICABLE</p>	

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

25.1	<p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>T = 0.8</p> <p>F = 0.2</p>
26.1	Expected date and address for contract negotiations: 20th December 2019
31.1	The Tourism Council of Bhutan reserves the right to terminate the project/contract before signing of the contract.
32.7	Expected date for commencement of consulting services: 1 day after signing of the contract.
34.1	The time frame for bidders to submit complains is within 10 days after the issuance of the letter of intent to the winning bidder/notification of outcome of the tender.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

(This tender is based on Full Technical Proposal (FTP))

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

Checklist of Required Forms

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

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

Technical Proposal Submission Form

{Location, Date}

To:

Director General,
Tourism Council of Bhutan,
Thimphu

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “**Tourism Portal and Statistics Dashboard**” in accordance with your Request for Proposals (RFP) dated *October 8, 2019* and our Proposal.

“We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.”

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

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 7.1.
- c) We have no conflict of interest in accordance with ITC 2.
- d) **We meet the eligibility requirements as stated in ITC 8 and Minimum Requirements of The Bidder as stated in Part 5 of the Technical TOR (Section 5),** and we confirm our understanding of our obligation to abide by the RGoB’s policy in regard to Fraud and Corruption as per ITC 4.
- e) We, including any sub consultants for any part of the Contract, have nationalities from eligible countries in accordance with ITC Sub-Clause 5.1; We meet the requirement of national participation among the proposed staff.
- f) Except as stated in the Data Sheet, 29, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 14.4 and ITC 29, may lead to the termination of Contract negotiations.
- g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 32.7 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature *{In full and initials}*: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

Form TECH-2

Consultant's Organization and Experience

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

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Form TECH-3

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

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

Form TECH-4

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

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

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

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
- a) Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Form TECH-5

Work Schedule and planning for deliverables

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

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3 Include a legend, if necessary, to help read the chart.

Form TECH-6

Team Composition, Assignment, and Key Experts' inputs

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC 21.1
- 2 Months are counted from the start of the assignment/mobilization. For each staff indicate separately staff input for home and field work.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

☐ Full time input
☐ Part time input

**Form TECH-6
(Continued)**

CURRICULUM VITAE (CV)

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

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained **including trainings and certifications relevant to the proposed positions**}

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

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

Membership in Professional Associations and Publications: _____

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

Adequacy for the Assignment:

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

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

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

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

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

Signature

FORM TECH-7 DRAWINGS/SPECIFICATIONS
(if applicable)

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

FORM TECH-8 INTEGRITY PACT

INTEGRITY PACT

1. General:

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

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

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

2. Objectives:

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

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

3. Scope:

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

4. Commitments of the Employer:

The Employer commits itself to the following:

- 4.1. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2. The Employer hereby confirms that its officials shall declare conflict of interest and if any official(s) or his or her relative or associate has a private or personal interest in a decision to be taken by the Employer, those officials shall not vote or take part in a proceeding or process of the Employer relating to such decisions.
- 4.3. Officials of the Employer, who may have observed or noticed or have reasonable suspicion of person(s) who breaches or attempts to breach the conditions under clauses 4.1 and 4.2, shall report it to the Employer or the authority concerned.
- 4.4. Following report on breach of conditions under clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings or any other action as deemed fit, shall be initiated by the Employer including criminal proceedings and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

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

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

6. Sanctions:

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

7. Monitoring and Administration:

- 7.1. The respective Employer shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2. The Bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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

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

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

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

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

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

1. EMPLOYER

2. BIDDER/REPRESENTATIVES

CID :

CID :



SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

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

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
FIN-4	Re-imbursable expenses

Form FIN-1
Financial Proposal Submission Form

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

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

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

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

Name and Address

Amount and Purpose of Commission of Agents
Currency or Gratuity

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

-

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

Form FIN-2 Summary of Costs

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

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

FORM FIN-3 Breakdown of Remuneration

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

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

APPENDIX A. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

Leave cost as percentage of salary =

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.
 - (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff,

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

- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

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

SAMPLE FORM

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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

(Expressed in {insert name of currency*})

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

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

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

Form FIN-4 Breakdown of Reimbursable Expenses

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

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

Legend:

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

STANDARD FORM: LETTER OF INTENT

(Letterhead paper of the Employer)

Notes on standard form of letter of Intent

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

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

(Insert date)

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

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

Authorized Signature: -----

Name and Title of Signatory:-----

Name of Agency: -----

CC:

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

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND INFORMATION

The tourism industry in Bhutan has grown over the years to become one of the major economic sectors contributing significantly towards socio economic development of the country through revenue and foreign currency generation, employment creation, creating linkages across all sections of the society creating benefits and meaningful engagement at all levels.

The Tourism Council of Bhutan was established in 2008 as the apex autonomous agency mandated with overall tourism development and promotion. Given the multisectoral nature of the industry wherein diverse players are engaged and involved in the delivery of tourism services to the tourists it is critical to ensure effective and efficient delivery of services.

In order to cater to the needs of this diverse stakeholder including tourists and promote ease of doing business, there is a need to provide various platforms to support stakeholders availing tourism services and provide all information related to tourism businesses to make informed business decisions through an integrated system. While traditional mediums serve the functions, the integration and enhancement of this service delivery through harnessing the potential of appropriate technological mediums through an integrated tourism portal will be critical to promote tourism growth and development.

The proposed tourism portal will be an important initiative of the Tourism Council of Bhutan to provide timely and relevant information on all aspects of tourism in the country and delivery of tourism services.

2. OBJECTIVE

In pursuance to the RGOB initiative of improving public service delivery and TCB's mandate to promote sustainable tourism growth and development through effective and efficient tourism service delivery and information sharing, TCB would like to invite bidders to develop a Tourism Portal. The objective of this assignment are:

1. To enhance tourism service delivery through a single integrated system.
2. To promote informed business planning and development through dissemination of tourism through a single platform.

3. TECHNICAL TERMS AND CONDITIONS

a. Software User Requirements

The Tourism Portal is a new development of online system capturing various services provided by all the divisions. The system intends to provide efficient services to the tourism service consumers by automating and re-engineering of the processes of the services.

The details workflow and requirements of the divisions are provided in **Annexure I** of the TOR.

b. System Architecture

The Architecture of the system should be component based where the components can be separated or integrated easily. The components must be well defined so that modules can be reused where and when required, with the adoption of the Modular approach of design. The vendor must identify some of these modules and describe in his technical proposal document how this would be achieved.

It is expected that vendors would add more value to the solution by incorporating suggestions and recommendations, which will address Performance, High Availability, Security, Scalability, and Manageability. Adoption of **microservices architecture (MSA)** and deployment of the microservices over a lightweight containerized environment using DOCKER containers orchestrated with Docker Swarm/Kubernetes is **highly desired**. If the vendor proposes to adopt this, the professional staff should include experts in **DevOps** and experience in microservice development.

c. **Audit Trails and Time Series Data**

The audit trail feature should be available in the proposed system, which will inform when and who has created or modified the data. The system should also be able to capture and preserve time series data so that certain information is not lost with the passage of time and repeated updating.

d. **Legacy data Migration/Correction & upgrading of database**

Since the assignment is a new development, there is no requirement for data migration or correction.

e. **Platform and Technology**

1. The proposed system should run on Linux servers. The development technology stack should run on the Linux environment.
2. The proposed system must be a web-based system and should have features to work in Government Network (GovNet) environment with appropriate built-in facility to capture and store data at centralized/distributed database/s hosted at Government Data Center (GDC). In absence of GovNet connectivity, the system should be also accessible through the Internet. Data from the system is needed for the purpose of consolidation as well as for MIS reports.
3. The necessary inputs and the possible outputs that could be generated from the system should strictly conform to what has been finalized in the SRS document and subsequently the prototype.
4. The system must also make use of any popular front-end UI frameworks [*such as Twitter Bootstrap, Foundation, Google Material Design, Semantic UI and etc*]
5. The reporting will have to be done graphically as well as in text/tabular format. The report generation in the proposed system would have two categories, the standard reports and ad hoc reports. The standard reports will be designed and uploaded during the implementation and for ad hoc reports; the system will have a customized **Query Builder feature**. In every report there must be facility to generate the report as MS Excel Sheet, or as HTML format.

In case the vendor choose to propose any third-party tool(s) for the solution for tuning performance, adding security features, or rapid application development, or any specific add-in software package required for analysis and processing data, full justifications must be provided in the technical proposal and the cost must be included in the financial proposal.

The server Operating System and Database Server will be purchased by the client for the final deployment.

f. **Cost of License**

The cost of licenses for servers, server OS, and database will be borne by procuring agency. However, **the vendor is responsible for purchasing** third party tools, platforms, services or other technologies required for the deployment of the proposed system.

Any other licenses as required by the proposed System software during the development must be borne by the SDV. The software development vendor should provide the necessary indemnity to TCB that it possesses bona fide licences for usage of the tools, platforms and related technologies for development and testing purposes.

g. **Security Features**

The software must have standard security features inbuilt so that the software has all the checks and balances to ensure the integrity of data and the software does not have any flaws or bugs which inadvertently or by design, permit the users to tamper, alter or modify any data without the appropriate permissions.

The software should provide the highest degree of security in the architecture. The vendor must suggest a suitable security components required in software. In case of any failure, **vendor shall be liable for penalty**. The following are some of the security issues, but not limited to, which must be addressed in the proposal.

1. The system would ensure that the users follow login procedures.
2. The access to the database should be based on the user roles of the organization.
3. A proper audit trail must be built within the proposed system.

In addition, the development should follow **OWASP** best practices.

h. **Hardware Requirements**

Under the technical proposal, the vendor is required to propose the complete physical architecture of the computing environment with hardware specifications to meet the proposed solution. The supply of any additional hardware such as server machines, and data communication equipment required for the solution will be purchased by the procuring agency.

i. **Concurrency, Browser Compatibility and Bandwidth Optimization**

The solution developed must run optimally on a network with a 3G internet connection. The system including the database must provide at least 50 concurrent accesses.

The system developed must be compatible with and well rendered in the latest versions of popular internet browsers. The system must run on any screen sizes. Using modern UI frameworks for responsive design is highly recommended.

j. **Authentication Management**

The system developed must use **One Digital Identity** (Single Sign On-SSO) developed by the Department of IT & Telecom, Ministry of Information & Communications; for management of user logins and authentication of the system. In other words, the database will not store the login information of the users of the system. This will be managed by One Digital Identity.

k. **Development Methodology**

Modular based approach based on prototyping model must be used for the design and development of the system. The vendor should adopt **Agile Scrum methodology** for the development activities to ensure that the actual requirements are incorporated. The following are some of the activities required to successfully complete the assignment:

1. The Vendor will initially carry out a detailed requirement study including **Process Re-engineering** wherever possible, which will result in formulation of a Software Requirement Specification (SRS) document, Software Design document and associated AS-IS and TO-BE workflows.
2. On acceptance of SRS, workflows and Design document by the client/procuring agency, the vendor will develop and present a non-functional prototype (HTML, CSS prototype) of the system to the client and obtain approval for each module. This will help in better user acceptance of the system.
3. The Vendor must develop **user stories, test cases, system architectures** and other required design documents from the functional specifications (FS).
4. The vendor will build on the approved prototype, the new system which will be fully functional at its own premises. The vendor must have its own Software Development Laboratory within its local premises with adequate Hardware and Software which will be inspected and verified for compliance. The Minimal requirements for the Software Development Laboratory are specified in **Annexure IV**.
5. The procuring agency will deploy two/three developers from their side for the project. This is done for better Transfer of Technology. However, their role is to learn the details of the design and modules so that at a later stage small corrections can be done in-house. The Software Development Vendor must not bank on their skills for implementing the system. But, it is also necessary for the vendor to involve these developers actively in the project and it will be monitored by procuring agency.
6. After the development is over, the developed software will be first tested in the premises of the vendor by the testers from vendor's side. Any bugs reported will be asked to fix based on the clause mentioned in Change Management Contract. Additional Test reports (Automated and manual) should be submitted by the vendor.
7. The bugs are classified into two categories: **Critical and Non-Critical**. The Critical bugs are those which freeze the system and the normal functioning of procuring agency or any other Agency is affected by the system's malfunction. Otherwise, it will be Non-Critical. The vendor must give immediate attention to the Critical bugs and attend to them within 24 hours of receiving the complaint from the client in any form of media. The critical bugs must be fixed within 5 working days. However, in some exceptional cases, the vendor may negotiate for time extension if acceptable to the client. The Non-critical bugs should be fixed within two weeks.
8. The final testing of the software package with sample test data will be done at the premises of the procuring and other agencies' premises. After the user acceptance test succeeds, the software will be deployed for live operation at the GDC.

l. **Network connectivity requirement**

The proposed system would use the existing Local Area Network (LAN) covering all its Divisions. The external users/clients should connect and communicate with the premises using internet facilities. It is also very important to keep a necessary provision to communicate and share data with/from the Ministries/Agencies using the GovNet.

The SDV will be responsible for initial setting up of the Application Servers, Database Servers, necessary configurations and provide administration manuals for upkeeping the system. Further, maintenance of the deployed system will be done by the vendor under the Warranty Support and Annual Maintenance Contract thereafter.

m. Training of Master Trainers/ Users

The vendor must provide comprehensive training to Master Trainers in the operation of the information system. The terms and conditions to be followed are indicated in **Annexure III**.

n. Warranty, Support, Maintenance & Change Management

N.1 The vendor must provide free support for a period of **12 months** from the time of acceptance of the software by the Procuring Agency (Warranty support).

N.2 During the above mentioned warranty period, the vendor will be responsible for making minor changes (as defined in N.4.) as well as to fix the bugs, if any.

N.3 If there is a major change (as defined in N.4) in the requirements of the system, the vendor must provide post implementation support under a Change Request Contract (CRC) for **three years** from the date of acceptance of the software package by TCB/Procuring Agency. The specific terms and conditions for CRC are included in **Annexure V**.

N.4 The changes will be considered major if the change brings about a major impact on the database or adds more input screens. These changes will be handled under the Change Request Contract (CRC) while the minor modifications of fields within an existing screen or changes having minor or no impact on the database will be handled under the Warranty support for first **12 months** from the date of acceptance of the developed system.

o. Backup and Recovery

The vendor shall propose hosting requirements that includes Backup and Disaster Recovery plans. The vendor should ensure **at least 98% uptime of the system**.

The problems other than hardware failure will be addressed by the vendor under warranty support for the first 12 months from the user acceptance. The system failure due to hardware will be addressed by the vendor under the schemes mentioned above once the new hardware is replaced by the client.

The vendor will also provide adequate training to the System Administrator from the Procuring Agency so that routine checks and basic recovery can be handled in-house.

In addition, the vendor must address the following during the warranty period:

1. The backup of the database should be taken on **daily** and/or **weekly** incremental basis.
2. Full backup of relational database and source code files should be taken on a **monthly** basis whenever changes take place.
3. A full (cold) backup should always be kept in a safe location.

The vendor must propose backup and recovery plan in the technical proposal. The vendor must also ensure that adequate training is provided to the System Administrator so that procuring agency can handle the backup and recovery issues in-house after the expiry of the warranty period.

p. **Confidentiality of Data**

The data of the system may be restricted in nature. Therefore, all the team members from the vendor's side must sign a Non-Disclosure Agreement (given in **Annexure VIII**) with Procuring Agency.

q. **Conformity with Standards**

The to-be developed system should strictly adhere to the following standards:

1. Electronic Government Interoperability Framework (eGIF) standards. (<http://egif.moic.gov.bt>)
2. OWASP Best Practises

r. **Use of Source Code Management Tools**

The vendor must manage its source codes through a source code management tools like Subversion (SVN)/Source Code Manager(SCM) such as Git, Bitbucket or any other source code management tools, so that many programmers can work in parallel/collaborate, review and manage code without duplication of work . It will also be a useful tool to track previous versions of the codes and will be useful for debugging purposes. **The vendor should have paid subscription to one of the platforms.**

s. **Ownership of Source Code and other Intellectual Property**

The Procuring Agency will be the rightful owners of the Source Code and all Intellectual Property associated with the system and they will have full rights over the ways they can use these resources. The information system so developed will be the sole property of the Procuring Agency or any agencies designated by them. The Software Development Vendor (SDV) will have no right to commercially use or apply the software elsewhere.

t. **Re-engineering of the Processes**

The vendor must re-engineer the processes wherever possible so that system can be optimally utilized instead of merely automating the manual procedures. **The procuring agency will identify focal person/s during the re-engineering processes.**

u. **Obsolescence**

The vendor undertakes to continuously and unfailingly advise the Client of new technologies (hardware & system software) in regard to the Solution during the currency of this Contract. If the Client decides to introduce any such new technologies in replacement of the Solution or along with the Solution or as the case may be, the work that may arise therefrom shall be considered beyond the purview of this Contract. The Client shall enter into a change request contract (CRC) for the purpose; provided that such work scope is not being covered under the license agreement.

v. **Naming Convention /standard**

In order to keep source codes organized, vendor must strictly follow standards for forms, reports, database, triggers, views, stored procedures, coding etc.

w. **Project Development Team**

The minimum requirements for the Project Development Team from the vendor's side are as specified in **Part 5** of this document. The vendor may propose any additional professionals that may be required for the successful implementation of the project with proper justifications.

x. **Project Governance**

The management structure for the project has been proposed in this document based on identification of specific players, their responsibilities and the degree of interaction required between them during execution of this project.

Under the project, the Procuring Agency proposes to set up working groups to aid the implementation of the project. In this regard, the Project Manager, which is to be fielded by the vendor, is fully responsible for conducting a thorough study of the project, and accordingly come up with a comprehensive project governance structure (including the teams from the vendor's side) that is mutually acceptable by the Procuring Agency. The vendor must also propose a project governance structure in their technical proposal. This will be reviewed during the execution of the project.

4. **TERMS AND CONDITION- GENERAL**

a. **Presentation by the Procuring Agency**

The Client (Tourism Council of Bhutan) will identify a suitable date for making a presentation to clarify the requirements before the submission of bids. The dates will be announced on the website (<http://www.tourism.gov.bt>) **one week prior to the date of presentation**. Further, bidders can approach Procuring Agency if required for further clarification on the requirements during office hours. This will reduce the gap of misunderstanding the requirements which becomes a trailing factor and reason for escalation of cost of the project at a later stage. Therefore, it is important for the bidders to understand the requirements in the first place. Procuring Agency will not be held responsible for escalation of implementation costs incurred by wrong estimation done by the vendor owing to inadequate understanding of the requirements.

b. **Vendor Information**

The vendor should submit a brief description of the firm's organization and outline of recent and similar experience/s. **Copy of credential certificates must be enclosed.**

c. **Collaboration, Partnerships with Foreign Firms & Subcontracting**

1. The local Vendor is encouraged to go into long term partnerships with reputed international firms based on resource sharing and transfer of technology.
2. The Vendors who wish to enter partnerships with foreign firms must ensure proper transfer of technology to the extent of building the local capacity for long term sustainability of the local vendor. Project based tie-ups and short term partnerships are not encouraged because it doesn't ensure the long term sustainability of the project.
3. A vendor, who wishes to terminate partnerships with foreign firms due to unavoidable circumstances, must ensure that there is competent local capacity already built, so that the development of the system including the change management is not hampered.
4. The local vendor, who wishes to partner with foreign firms, must have adequate local staff working with the staff of the foreign firms, so that there is better transfer of experiences, knowledge & technology. This is done, so as to enhance

the capacity & competitiveness of the local firms, who can confidently undertake similar projects in the future without partnerships.

5. Presence of local staff as key members of the project team is necessary conditions to accept the proposal for evaluation.
6. The vendor awarded the contract shall not subcontract the awarded work partly or in full to any National/International Firms. This clause nullifies all the clauses pertaining to subcontracting that contradict this one, in any part of the document.

d. Patent and Copyright

1. The Vendor represents that the solution or any product/component, supplied by the Vendor does not infringe any patents and copyright. If, however, a third party claims that the Solution or any product/component thereunder, supplied by the Vendor under this Contract, infringes a patent or copyright ("IPClaim"), the Vendor will defend the Client against the IP Claim at the Vendor's expense and pay all costs, damages and legal fees that a court finally awards.
2. If the Vendor determines that no alternative is reasonably available, and the Client agrees to return the Product/Component/Solution to the Vendor in the Vendor's written request, an appropriate compensation has to be proposed and be acceptable to the client.
3. The Vendor has and will have no obligation to the Client regarding any "IP Claim" based on:
 - the Client's modification of a Product/Component under the Solution unilaterally;
 - use of the program in other than its specified operating environment;
 - the combination, operation or use of a product/component under the Solution with any other product, program, data or apparatus, not furnished by the Vendor, provided that the use of such product, program, data or apparatus has not been envisaged in this Contract and such product, program, data or apparatus is solely responsible for such infringement.

e. Quality of Work

The Vendor must ensure quality while implementing the system at all times. This will be evaluated by the procuring agency. In the long run and this will have a bearing on awarding similar Government Projects that are in the pipeline and also those projects that will be taken by the Government in the future.

f. Timely Completion

The entire work of software development and testing should be completed within **6 months** from the date of receipt of letter of award of work.

The time period of **6 month** for the vendor is only for collecting requirements, designing, development and testing of the software. Training of Master Trainers may be conducted only after testing and acceptance of the software by TCB. The training should not take more than one month.

g. Confidentiality of offer

The details of the offer proposed by the Vendor or its acceptance thereof with or without modifications by TCB shall not be passed in part or full to any third party without prior written approval of the parties involved. This applies to both clients as well as the vendor.

h. Time Frame for completion

The information system for the work described in the scope of work should be developed, tested and submitted for final implementation within TCB. The vendor should submit their plan for implementing the software at the premises of Procuring Agency.

5. MINIMUM REQUIREMENTS FOR THE BIDDER

The bidder desirous of quoting for the work should satisfy the following minimum requirements:

1. The bidder should have the valid license for performing the consultancy service in the software development work in Bhutan.
2. The bidder should have adequate technical manpower to carry out the project and complete it on time. Most professionals should be employed on a full time basis and their responsibilities delegated based on the standard software development team.
3. The bidder can collaborate and partner with the foreign firms, but the presence of local manpower is necessary to build up the capacity and competitiveness of the local firm to provide Maintenance support to the system as and when required. At least one national from critical project team such as project manager, developers and database designers should be present in the team composition.
4. There must be at least 1 full time National Project Manager with sound technical knowledge of IT Project Management, 2 National / International Senior System Analysts with sound knowledge of System and Database Architecture and Design and 2 National / International Senior Developers, 2 Database Administrators and 1 Trainer having thorough knowledge and experience in the proposed technologies. ***This is the minimum requirement of the professional staff to consider your proposal for evaluation. Total staff required for the project is specified in the Datasheet of this document. Your proposal will be evaluated based on the number of staff indicated in the datasheet.*** Procuring Agency will monitor and verify them through CV and in person. Vendor/product Certifications such as PMP/Prince2 for project manager; or Sun Certified Java Developer for Java programmers; are added advantage.
5. In addition to clause 4 above, the firm must have a minimum of 3 Bhutanese Developers who are employed on a full time basis. The client (Procuring Agency) will verify and monitor them through their CV and in person from time to time.
6. The Project Manager, System Analysts, Developers or any other technical member of the team must be involved in the project full time and shouldn't leave until the product is accepted by the client, unless under unavoidable circumstances whereby permission to replace a particular resource may be sought in written form, from the client (Procuring Agency) on a condition that there would not be a major impact on the project. Thus, it is advisable for the bidder to have a bond signed with the personnel involved in the project at least for the period of the execution of the project.
7. The bidder must submit the original CV with photograph for all the team members for this project. This will be later verified by the client during evaluation as well as during the execution of the project.
8. The bidder must comply with the minimum requirements for the Software Development Laboratory as specified in Annexure IV.

The proposals which do not meet the above conditions **will not be evaluated**. The verification of these minimum requirements may involve visits of the Procuring Agency officials to the bidder's premises.

6. SCOPE OF WORK

Tourism Council of Bhutan invites Tender for the development "Tourism Online Portal and Tourism Statistical Dashboard" from reputed National Software Development Vendors (SDV). The scope of the work is as under:

1. Study the existing procedure of the various stages of work of different divisions at *TCB* and document it with AS-IS workflow diagrams and get acceptance of the client.
2. Apply process re-engineering wherever possible and propose TO-BE workflow diagrams. Obtain a user acceptance on the TO-BE workflow diagrams from the client.
3. Prepare Software Requirement Specifications (SRS) or Functional Specifications (FS) document and Software Design document (SDD) for the computerized web-based system and submit the same along with workflow diagrams.
4. Upon acceptance of the SRS/FS by Tourism Council of Bhutan, design and develop a non-functional prototype (HTML, CSS based) that is in line with the requirements indicated so that client gets the feel of the system that is being developed and provide necessary feedback on the front-end aspects.
5. Upon acceptance of the non-functional prototype by the Tourism Council of Bhutan, design and develop an appropriate software package that is in line with the requirements indicated.
6. Provide Online Help facility in the software as and when required.
7. Test the software by SDV at least in three locations and revise the software to the extent needed on the basis of the test reports generated by the SDV and the independent tester from Tourism Council of Bhutan.
8. Provide comprehensive training to master trainers in the operation of the software, backup, configuration, etc. The terms and conditions to be followed are indicated in Annexure III.
9. Provide complete source code along with software drivers and other system files needed for installation and execution of the package.
10. Provide detailed installation and operations/user manual which will facilitate the users in successfully using the software package.
11. Provide detailed technical manual incorporating the System Design and other technical features incorporated in the software package.
12. The SDV, after initial training of master trainers, must provide assistance to master trainers for a period of at least six months so that the master trainers gains necessary expertise and confidence in deploying the software developed by SDV.
13. Provide free support for a period of one year from the time of acceptance of the software by the Tourism Council of Bhutan and carry out revisions, if any, arising out of bugs or minor changes during the said one year period (Warranty support).

14. Provide services for Change Request on demand of the client whenever major changes are required in the system under CRC.
15. Implement and provide the software with all the standard security features inbuilt to ensure integrity of data. The SDV will be responsible for the recovery of the data that is tempered because of lack of standard security features. The software package must have user access roles through which can assign or revoke rights of a user to a function or data.
16. Provide the Plan for recovery, if the software package or the database fails, which includes managing backups of the database and the package itself. Perform necessary recovery of the system when needed.

The day-to-day procedures of various divisions of *TCB* with lists of Reports are provided in Annexure I to better understand the requirements of the *system*.

SCHEDULE AND DELIVERABLES:

Sl. No.	Duration	Deliverables	Remarks
1	D+1W	Submission of project inception/blueprint report	
2	D+3W	Submission of SRS report	
3	D+4W	Presentation on non-functional prototype	
4	D+17W	Submission of source code and documentation	
5	D+20W	TOT	
6	D+24W	Project closure	Warranty starts
7	D+34W	Successful completion of warranty	

Note: D represents date of contract signing. W represents duration in weeks. The weeks are in cumulative order.

7. ANNEXURE TO THE TERMS OF REFERENCE

a. Annexure I - Process flow and requirements

- The portal requires dashboards for the following roles in each division:
 1. Dealing officer
 2. Head of Division
 3. Director and
 4. Administrators
- The portal should have features to track the application status.
- Following are the detailed process flows of divisions within TCB:

A- REQUIREMENTS FROM the Quality Assurance Division (QAD)

1. Assessment and registration of tourist standard hotels (3,4,5 stars hotel)

- The applicant submits application form for assessment and registration of tourist standard hotels along with supporting documents such as completed self-assessment form, pictures of the building.

- QAD reviews the application and notifies the date of assessment to the applicant.
- QAD reviews on-site assessment reports submitted by assessors and shares the assessment report with the applicant.
- If the application is approved, QAD issues the registration certificate valid for 3 years.
- If the application is not approved, the applicant may re-apply
- QAD should have provision to update the checklist as an when required.
- QAD should have a dashboard to view the assessment request, overview of the general information, etc.
- The client receives automatic notification for renewal of registration certificate, at least one month before the expiry date
- The client applies for renewal of the registration certificate following the above steps

2. Assessment and registration of village home stays

- The applicant submits the application form for assessment and registration along with supporting documents such as the completed checklist form, pictures of the building, no objection letter from the head of the family, authentication letter from the gewog, recommendation letter from the dzongkhag and the letter of undertaking
- QAD reviews the application and notifies the date of assessment
- QAD conducts on-site assessment and shares the assessment report with the applicant
- If the application is approved, QAD issues the registration certificate valid for 3 years.
- If not, the applicant may re-apply
- QAD should have provision to update the checklist as an when required.
- QAD should have a dashboard to view the assessment request, overview of the general information, etc.
- The client receives automatic notification for renewal of registration certificate, at least **one month** before the expiry date
- The client applies for renewal of the registration certificate following the above steps

3. Assessment and registration of tour operator's office

- The applicant submits application form for assessment & registration along with supporting documents such as the completed assessment form, pictures of the office, and office sign board.
- QAD reviews the application form and supporting documents and notifies the date of assessment to the applicant
- QAD conducts on-site assessment
- If the application is approved, QAD notifies the Licensing Section, SD for issuance of clearance.
- If not, the applicant is notified with a link to re-apply.
- In case of location change of the tour operators office, the applicant applies for reassessment.
- QAD should have provision to update the checklist as an when required.
- QAD should have a dashboard to view the assessment request, overview of the general information, etc.

4. Assessment and registration of tourist standard restaurants

- Applicant submits application form along with supporting documents such as the completed assessment form, pictures of the building.
- QAD reviews the application and notifies the date of assessment to the applicant
- QAD conducts on-site assessment
- QAD shares the assessment report with the applicant
- If the application is approved, QAD notifies the Licensing Section, SD for the issuance of recommendation letter
- If the application is not approved, the applicant is notified with a link to re-apply

- QAD should have provision to update the checklist as and when required.
- QAD should have a dashboard to view the assessment request, overview of the general information, etc.

5. Assessment and registration of budget hotels

- The same process of registration of new hotels will follow.
- The client receives automatic notification for renewal of registration certificate, at least one month before the expiry date

The client applies for renewal of the registration certificate following the above steps

B- REQUIREMENTS FROM the Infrastructure and Product Development Division (IPDD)

1. Issuance of Technical clearance for Tourist Standard Accommodation

- Applicant submits *application form* with detailed architectural drawings and details of proponent for proposed new accommodation.
- Experts within IPDD reviews architectural drawing, and provide comments for improvements.
- If the drawing is as per the hotel drawing guidelines, technical clearance is issued to the applicant. The same is forwarded to the Department of Cottage and Small Industry, MoEA and copy to RRCO, RMA, MoWHS (DoES) and concerned Dzongkhag/Thromde.
- If not, the drawings are required to improve as per the comments to meet the guideline.
- Dashboard for IPDD to view the status of the application.
- Provision for the proponent to track application status.

2. Issuance of recommendation for new tourism product development

- Applicant submits Expression of Interest (EoI) for new product development with Product Details.
- IPDD conveys approval of EoI to determine the feasibility.
- If feasible, the applicant is asked to submit a detailed proposal along with relevant sector clearances depending on the product.
- IPDD reviews the detailed proposal.
- If the proposal meets the criteria, recommendation is issued.

3. Support and facilitate Tourism Product

- This proposal follows the same process as issuance of recommendation for new tourism product development. The only difference is that this proposal is for agencies (Not for individuals).

4. Issuance of recommendation for development of Roadside Amenities (RSA)

- This proposal follows the same process as issuance of recommendation for new tourism product development.

5. Support and facilitate developments of Roadside Amenities (RSA)

This proposal follows the same process as issuance of recommendation for new tourism product development. The only difference is that this proposal is for agencies (Not for individuals).

C- REQUIREMENTS FROM the Services Division (SD)

1. Tour Operator License Clearance - New License

- Applicants submit application form along with CV and building authorization/ownership certificate.
- Service Division ensures the name of Tour Operator is unique.
- SD notify the applicant on the approved name of the tour operator, sends the system link to apply for inspection along with checklist.
- Applicant submits Office inspection request to QAD.
- After Inspection, License Section, Services Division scrutinizes the application form and issues recommendation letter for obtaining Tour Operator's License from the respective Regional Trade and Industry Office.
- The clearance letter is valid for 1 month. The applicant can reapply for the clearance after the expiry.
- **CONDITIONS:**
 - The applicant will not be allowed to apply for more than one Tour Operator License. The case will be considered only if the license is cancelled.
 - **Civil Servants are not allowed to own Tour Operator License.**

2. Tour Operator License Clearance for Renewal of expired trade license.

- Existing Tour Operators, failing to renew their trade license with MoEA, within 6 months after the validity date, are required to get new clearance from TCB.
- The applicant must reapply for clearance. A copy of their expired license and valid Tax Clearance from DRC are required in addition to the supporting documents required for new applications.

3. Ownership change of Tour Operator.

- The transferor submits an application to Tourism Council of Bhutan, along with the details of the transferee. Supporting documents such as CV of the transferee, and Agreement are required.
- License Section, Services Division, Tourism of Council of Bhutan upon receiving the application, verifies and issues recommendation letter for ownership change of Tour Operator's License to the respective Regional Trade and Industry Office.
- **CONDITIONS:**
 - **Civil Servants & elected members are not allowed to own Tour Operator License.**

4. Ownership Change of TCB certified Tourist Hotels

- The transferor submits an application to Tourism Council of Bhutan, along with an agreement.
- License Section, Services Division, Tourism of Council of Bhutan upon receiving the application, verifies and issues recommendation letter for ownership change of Tour Operator's License to the respective Regional Trade and Industry Office.

5. Name Change of Tour Operators

- The applicants' opting to change their existing Tour Operator name submits application to Tourism Council of Bhutan.
- Service Division ensures the Name of the Tour Operators unique.
- License Section, Services Division, Tourism of Council of Bhutan upon receiving the application, verifies and issues recommendation letter for name change of Tour Operator to the respective Regional Trade and Industry Office.

6. Name change of Hotel

- The applicants' opting to change their existing Hotel name submits application to Tourism Council of Bhutan.
- License Section, Services Division, Tourism of Council of Bhutan upon receiving the application, verifies and issues recommendation letter for name change of Tour Operator to the respective Regional Trade and Industry Office.

7. Issuance of Proprietor's Card

- The Tourism Council of Bhutan receives duly filled application form from the applicants along with valid license and Tax Clearance.
- License Section, Services Division, Tourism of Council of Bhutan scrutinizes the application form and issues Proprietor's Card.

8. Recommendation for Import License- Tour Operation

- The Tour Operators submits an application to Tourism Council of Bhutan along with Copy of Proforma Invoice, Valid License Copy and Tax Clearance.
- TCB verifies and issues recommendation letter for Import License to the DoT, MoEA.

9. Recommendation for Import License- TCB Certified Tourist Hotels

- The Hoteliers submit an application to Tourism Council of Bhutan with Copy of Proforma Invoice, Valid License and Tax Clearance (for established hoteliers)
- License Section, Services Division, Tourism of Council of Bhutan upon receiving the application, verifies and issues recommendation letter for Import License to the respective DoT, MoEA.

10. Facilitate Obtaining Work Permit for Hiring expatriate for TCB Certified Hotels.

- The Hoteliers submit an application to Tourism Council of Bhutan along with Valid License, Tax Clearance, Passport Copies, and Professional Certificates
- Visa Section, Services Division, Tourism of Council of Bhutan upon receiving the application, scrutinize and issues recommendation letter for work permit to the Ministry of Labor and Human Resources.

11. Issuance of recommendation for Bar License for TCB Certified Hotels and Restaurants.

- The applicants submit an application to Tourism Council of Bhutan with a copy of Valid License, Tax Clearance, Hotel Assessment Report, CID, SCC.

License Section, Services Division, Tourism of Council of Bhutan upon receiving the application, verifies and issues recommendation letter for Bar License to the respective Regional Trade and Industry Office.

12. Training registration for tourism stakeholders and report generation.

D- REQUIREMENTS FROM the Secretariat Services (SS)

1. Grievance redressal

- The complainant submits an application

The grievance will be presented to the Grievance Redressal Committee for review and resolutions.

E- REQUIREMENTS FROM the Tourism Promotion Division (TPD)

1. Bhutan Familiarization Tour for Tour Operators/Travel Agents

- Applicant submits FAM application form along with Proof of Company (translated if it is not in English), website url and other required documents.
- TPD officials review the application.
- If rejected - The applicant is provided with comments on why the application is rejected and a link is provided to re-apply.
- If approved, TPD issues approval.
- Tracking system for the applicant on the status of application
- TPD should have provision to update the checklist
- Dashboard for TPD to view general information

2. Event registration for travel fairs

- TPD notifies the tour operators on the upcoming events via print, broadcast and other media platforms including social media and website.
- TPD records the list of interested tour operators as well as the confirmed TOs.
- TPD collects feedback from the participants.

3. Issuance of recommendation letter to Tour Operator

- Applicant submits application form along with required documents depending on the nature of application.
- TPD reviews the applications
- If rejected - The applicant is provided with comments on why the application is rejected and a link is provided to re-apply.
- If approved, recommendation letter is issued.

4. MICE Group Registration

F- REQUIREMENT FOR TOURISM STATISTICS DASHBOARD

The dashboard comprises of three major elements.

1. **General Infographics** on Arrivals, tourism employment, Tourism Receipts, major markets,
2. Statistical Data on:
 - a. Inbound Tourism
 - b. Outbound Tourism
 - c. Domestic Tourism
 - d. Tourism Enterprise
 - e. Employment
 - f. Receipts & Expenditure
 - g. Reports & Publications
3. Upcoming Events and Updates

Following are the detailed requirements of the elements:

- **GENERAL INFOGRAPHICS:** Basic infographics about the Statistical Data for a set duration.

- **STATISTICAL DATA:** The data from various sources (TCB Tashel System, Immigration System, RMA, Excel information of the Exit Survey, DRC for TDS information of employees) should be integrated with the dashboard.

The statistical information should be pulled from these sources on a regular interval using APIs developed by DITT, MoIC. In an event when the API is not available, the vendor should propose appropriate solutions to cater this requirement. The interval of pulling data from these sources should be configurable within the system.

The dashboard should have a provision to export the data in microsoft excel or txt format for further data analysis. The dashboard should have option to upload reports & publications by category.

- **UPCOMING EVENTS AND UPDATES:**
The dashboard should have option to create posts and categories that can be viewed by either anonymous users or by logged-in users.

DETAILS OF THE DATA CAPTURED BY THE DASHBOARD:

1. Inbound, outbound & domestic tourism.

- **Arrivals & Bednights:** Overall arrivals, Arrivals by port of entry, arrivals by activity, purpose, dzongkhag visited, accommodation type
- **Profile:** Gender, Age, education, employment status, Country of residence/nationality,
- **Expenditure:** Accommodation, transport, meals, guiding, out of expenditure, Tipping, entertainment, shopping

2. Tourism Enterprise:

- Type of Enterprise: Accommodation, Restaurants, Tour Operations, Handicrafts, Museums & Cultural Centers, Reservation Service, Recreational,
 - Star ratings, capacity, dzongkhags, number of establishment

3. Employment: Place & nature of work, gender, age, profession,

4. Receipts: Gross Receipts, Direct Revenue

5. Reports & Publications:

- Upload & Archive repost & publications

6. UPCOMING EVENTS & UPDATES:

- Post based on categories.

b. Annexure III - ToR for Training of Master Trainer

- The master trainers refer to all those system users including System Administrator, Data Administrator, Network Administrator, Managers and other end users specified by the client. The list of Master Trainers will be provided by the client one week before the training begins.
- The vendor must provide a sufficiently detailed training plan before the start of training to Tourism Council of Bhutan. The plan should contain an indicative list of resources that would be allocated from the vendor's side.
- The SDV shall provide the necessary infrastructure for the training at a suitable location in Thimphu.
- The Tourism Council of Bhutan shall be responsible for identifying the master trainers and other trainees.
- The training will be conducted for 10-15 days as required and decided by the Tourism Council of Bhutan in consultation with SDV. The training should not take more than 1 month.

- vi. The trainees must be provided with training materials/manuals that would cover all the facets of the system and installation. The trainees must also be provided with other training aids and tools, which would help them to receive proper training and better understand the system modules and usage.
- vii. The vendor will provide adequate training to the System Administrators, Data Administrators or Managers from Tourism Council of Bhutan on system deployment & operation, server and system configuration and installation, backup services, Directory Management, security requirements, and other necessary technical services, which will enable them to use the system for timely and accurate production of required information within their area of authority and responsibility.
- viii. A minimum of two representatives from each division of *TCB* will be trained as master trainers on the usage and operation of the System.
- ix. The deployment of two/three developers from *Procuring Agency* for the project will also be part of training of master trainers. The SDV must actively involve them in all phases of system development, so that there will be better transfer of technology and build in-house capacity to manage small corrections at a later stage.
- x. On completion of the training, the master trainers and Users will be performing a rigorous test on the system and submit their observation(s). The observations will cover the following topics:
 - Comments on the training - lecture, coverage, materials & lab sessions;
 - Comments on User Interface and suggestions for betterment;
 - Comments on operational flow;
 - Response time of the system;
 - Bugs encountered and error management facilities;
 - Data validation and security measures; and
 - Documentations
- xi. The Tourism Council of Bhutan would review the above feedback and direct the vendor to take necessary corrections or remedies. Based on the observations/comments made by the training participants, should the Tourism Council of Bhutan feel that the training is not satisfactory or not adequately covered, then the vendor is liable for providing additional trainings.

c. *Annexure IV - Minimum requirements for SW Development Lab*

The firm submitting the bid should fulfil the following minimal requirements for the SW development lab:

- i. There should be at least one physical server for the design and development of the software.
- ii. The lab should have around 5 client machines with genuine operating system and necessary application software installed.
- iii. The lab must be properly networked with Internet facilities.
- iv. The environment of the lab should be very conducive for the project team to work, discuss and solve problems.
- v. The vendor should also provide 2-3 machines for TCB team, so that they can be fully involved in the development processes.
- vi. The vendor should have **paid subscriptions** to software control platforms such as GitHub, issue tracking software such as JIRA.

d. *Annexure V - Change Request Contract (CRC)*

- i. If there is a major change(s) in the requirements of the system, the vendor must provide post implementation support under a Change Request Contract for **3 years** from the date of acceptance of the software package by the Tourism Council of Bhutan.
- ii. Change Request Charge will be estimated in terms of the man-day rate. In the financial proposal, the vendor must submit the man-day rate for each person who will be involved in the change management. The rates should be valid for **1 year**. The total cost for the

change will be worked out from the quoted rates and the total man days needed to address the changes.

- iii. The man-day rate payable to the vendor, as quoted for the first year, shall subject to adjustment for the 2nd and 3rd year, taking in consideration of the local inflation. The adjustment will be made in accordance to the procurement manual of the Government in relation to the software engineering works.
- iv. The format for quoting man-day rates is provided in **Annexure VI**.
- v. The Change Request is completely need based and payments are made only based on the major changes agreed between the parties.
- vi. The vendor must use all reasonable efforts to study the requirements of the system thoroughly during the initial implementation period.
- vii. The vendor shall not entertain frequent changes in the system from the client, once the requirements are finalized, which will adversely affect the project completion date and delay the project. However, the changes that come through the change management shall be executed by the vendor under the terms and conditions of Change Request Contract (CRC).
- viii. Whenever there are major new requirements due to a change in the procedures/guidelines of the Tourism Council of Bhutan, the client will ask for additional requirements through a Change Request Document. The work involved in the change request and the cost will be worked out by both clients and vendor and a cost will be agreed within the framework of the Change Request Contract (CRC).
- ix. The CRC will be initiated, if the change is considered major, bringing in a major impact on the database or adds more input screens.
- x. The minor modifications of fields within an existing screen or changes having minor or no impact on the database will be handled as specified in the Warranty Support. The minor changes will not be handled by Change Management Contract.
- xi. The CRC will also be initiated, if the Client decides to introduce any new technologies in replacement of the Solution or along with the Solution, due to the advancement of the technologies, as may deem necessary for the system by the vendor. Such CRC will occur, provided that the above work scope is not being covered under the license agreement.
- xii. The SDV will be in binding to carry out the Change Request Request made by the client for **3 years** after the acceptance of the system by the Tourism Council of Bhutan. An agreement will be signed for this contract.

e. *Annexure VI: Man-Day Rates for the Change Management for the 1st Year after the warranty*

Sl.No.	Personnel involved in the Project	Rate per Man-Day (in Nu.)
1		
2		
3		
4		

Note: The Amount quoted should be inclusive of all taxes/duties. The rates for second and third years will be negotiated later, taking the first year rate as the baseline.

f. *Annexure VII: Checklist of Project Deliverables*

1. Software Requirement Specification Document (High level SRS and Low level SRS)
2. Software Design Document (SDD)
3. Non-functional HTML Prototype
4. Working and Tested Software with source code
5. User and Administrator Manuals for the system including Online Help
6. Setup and Release notes for each new release
7. Test Cases and Reports
8. All database scripts
9. Training of trainers
10. Any other relevant documents, supporting software, etc.

g. *Annexure VIII– NON DISCLOSURE AGREEMENT*

This agreement is entered into this ____ day of _____, 20__ by and between _____ (hereinafter "Recipient"), with offices at _____, and _____, with offices at _____ (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to _____ that is confidential and proprietary to the Discloser (hereinafter "Confidential Information"); and WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this agreement for the purpose of _____; NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this agreement, the parties agree to the below terms as follows:

1. Disclosure. The Discloser agrees to disclose, and the Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. The Recipient agrees not to use the Confidential Information in any way or manufacture or test any product embodying Confidential Information, except for the purpose authorized by the Disclosure.

2.2 No Disclosure. The Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Recipient's employees that have a need for disclosure in connection with the Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. The Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary, and the Recipient shall have no obligation with respect to such information where the information:

- (a) Was known to the Recipient prior to receiving any of the Confidential Information from the Disclosure;
- (b) Has become publicly known through no wrongful act of the Recipient;
- (c) Was received by the Recipient without breach of this agreement from a third party without restriction as to the use and disclosure of the information;
- (d) Was independently developed by the Recipient without use of the Confidential Information; or
- (e) Was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. The Recipient agrees that all Confidential Information shall remain the property of Discloser and that the Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying to the Recipient any transfer of rights, any patents, or any other intellectual property pertaining to the Confidential Information.

5. Term and Termination. The obligations of this agreement shall be continuing until the Confidential Information disclosed to the Recipient is no longer confidential.

6. Survival of Rights and Obligations. This agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) the Discloser, its successors and assignees; and (b) the Recipient, its successors and assignees.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

Discloser (Name of the Discloser)

Recipient (Name of the Recipient)

Signed_____.

Signed_____.

Print Name_____.

Print Name_____.

Title_____.

Title_____.

Date_____.

Date_____.

SECTION 6. ELIGIBLE COUNTRIES

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

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

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

SECTION 7: STANDARD FORMS OF CONTRACT

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

Two standard forms of Contract are provided:

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

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

The attached Form of Contract shall be used.

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

Contract for Consulting Services

**(Lump-Sum)
between**

[name of the Procuring Agency]

and

[name of the Consultant]

Dated:

TABLE OF CONTENTS

Preface	60
I. Form of Contract.....	61
II. General Conditions of Contract.....	63
1. General Provisions	63
1.1. Definitions	63
1.2. Law Governing the Contract	64
1.3. Language.....	64
1.4. Notices.....	64
1.5. Location	64
1.6. Authority of member in charge	64
1.7. Authorized Representatives.....	64
1.8. Taxes and duties	65
1.9. Fraud and Corruption.....	65
2. Commencement, Completion, Modification and Termination of Contract.....	66
2.1. Effectiveness of Contract.....	66
2.2. Commencement of Services.....	66
2.3. Expiration of Contract	66
2.4. Modifications or variations	66
2.5. Force Majeure	66
2.6. Termination.....	67
3. Obligations of the Consultant.....	68
3.1. General.....	68
3.2. Conflict of Interest.....	68
3.3. Confidentiality	69
3.4. Insurance to be Taken Out by the Consultant.....	69
3.5. Consultant's Actions Requiring Procuring Agency's Prior Approval.....	69
3.6. Reporting Obligations	69
3.7. Documents Prepared by the Consultant to be the Property of the Procuring Agency..	70
3.8. Accounting, Inspection and Auditing.....	70
4. Consultant's Personnel.....	70
4.1. Description of Personnel.....	70
4.2. Removal and/or Replacement of Personnel	70
4.3. Resident Project Manager	71
5. Obligations of the Procuring Agency.....	71
5.1. Assistance and Exemptions	71
5.2. Change in the Applicable Laws of Bhutan Related to Taxes and Duties.....	71
5.3. Services, Facilities and Property	71
6. Payments to the Consultant	71
6.1. Lump-Sum Payment.....	71
6.2. Contract Price	71
6.3. Payment for Additional Services.....	71
6.4. Terms and Conditions of Payment.....	72
6.5. Interest on Delayed Payments	72

7. Good Faith	72
7.1. Good Faith.....	72
8. Settlement of Disputes	72
8.1. Amicable Settlement.....	72
8.2. Dispute Resolution	72
III. Special Conditions of Contract	73
IV. Appendices.....	80
Appendix A - Description of Services.....	80
Appendix B - Reporting Requirements	80
Appendix C - Key Personnel and Sub-Consultants	80
Appendix D - Breakdown of Contract Price in Foreign Currency	80
Appendix E - Breakdown of Contract Price in Local Currency	80
Appendix F - Services and Facilities Provided by the Procuring Agency	80
Appendix G - Form of Advance Payments Guarantee	80

PREFACE

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

I. Form of Contract

Lump-Sum

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (i) The General Conditions of Contract;
- (ii) The Special Conditions of Contract;
- (iii) The following Appendices: [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]

Appendix A: Description of Services	_____ Not used
Appendix B: Reporting Requirements	_____ Not used
Appendix C: Key Personnel and Sub-Consultants	_____ 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 asset 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 the Contract

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

1.3. Language

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

1.4. Notices

- 1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5. Location

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

1.6. Authority of member in charge

In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

1.7. Authorized Representatives

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

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

1.9. Fraud and Corruption

1.9.1. Definitions It is RGoB's policy to require that Consultants, their Sub-Consultants and the Personnel of both of them observe the highest standards of ethics during the execution of the Contract.⁵⁰ 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"⁵¹ means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value⁵² to influence improperly the actions of another party;
 - (ii) "fraudulent practice"⁵³ 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"⁵⁴ 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"⁵⁵ means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under Clause GC 3.8 (b)

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

- (c) will sanction a Consultant, Sub-Consultant or the personnel of either of them, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
- (d) will report the case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

1.9.3. Commissions and fees

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

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

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

2.2. Commencement of Services

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

2.3. Expiration of Contract

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

2.4. Modifications or variations

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

2.5. Force Majeure

2.5.1. Definition

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

2.5.2. Breach of Contract

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

2.5.3. Extension of Time

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

2.5.4. Payments

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

2.6. Termination

2.6.1. By the Procuring Agency

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

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

2.6.2. By the Consultant

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

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

2.6.3. Payment upon termination

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

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

3. Obligations of the Consultant

3.1. General

3.1.1. Standard of Performance

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

3.2. Conflict of Interest

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

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

3.7. Documents Prepared by the Consultant to be the Property of the Procuring Agency

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

3.8. Accounting, Inspection and Auditing

The Consultant shall:

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

4. Consultant's Personnel

4.1. Description of Personnel

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

4.2. Removal and/or Replacement of Personnel

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

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

5. Obligations of the Procuring Agency

- 5.1. Assistance and Exemptions** The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as are specified in the SC.
- 5.2. Change in the Applicable Laws of Bhutan Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Laws of Bhutan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3. Services, Facilities and Property**
- (a) The Procuring Agency shall make available free of charge to the Consultant the services, facilities and property listed in Appendix F at the times and in the manner specified in the said Appendix F.
 - (b) In case such services, facilities and property are not made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1 hereinafter.

6. Payments to the Consultant

- 6.1. Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clauses 5.2 and 5.3 (b), the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2. Contract Price**
- (a) The price payable in foreign currency/currencies is set forth in the SC.
 - (b) The price payable in local currency is set forth in the SC.
- 6.3. Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

- 6.4. Terms and Conditions of Payment** Payments will be made to the account(s) of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto or in such other form as the Procuring Agency shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Procuring Agency specifying the amount due.
- 6.5. Interest on Delayed Payments** If the Procuring Agency has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.
- 7. Good Faith**
- 7.1. Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 8. Settlement of Disputes**
- 8.1. Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2. Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

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

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

	<p>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Bhutan), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into Bhutan by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into Bhutan, will be subsequently withdrawn therefrom by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Agency and which is treated as property of the Procuring Agency;</p> <p>(d) any property brought into Bhutan by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of Bhutan), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from Bhutan, provided that:</p>
1.8	<p>1. the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual Customs procedures of Bhutan in importing property into Bhutan; and if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in Bhutan upon which Customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such Customs duties and taxes in conformity with the regulations of Bhutan, or (ii) shall reimburse them to the Procuring Agency if they were paid by the Procuring Agency at the time the property in question was brought into Bhutan.</p>
{2.1}	<p><i>The effectiveness conditions are the following: Successful negotiation of the contract.</i></p>
2.2	<p>The number of days shall be <i>1 day after contract signing</i>.</p>
2.3	<p>The time period shall be <i>SIX MONTHS</i>.</p>
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bhutan by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency];</p> <p>(b) Third Party liability insurance, with a minimum coverage of <i>18 months</i>;</p>

	<p>(c) professional liability insurance, with a minimum coverage of <i>Nu. 1 million</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of Bhutan, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
{3.5 (c)}	<i>The other actions are: NA</i>
{3.7 (b)}	<i>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.</i>
4.3	<i>Resident Project manager: National Project Manager is required.</i>
6.2(a)	The amount in foreign currency or currencies is: NA
6.2(b)	The amount in Ngultrum is: NA

6.4	<p>The accounts are:</p> <ul style="list-style-type: none"> -for foreign currency or currencies: <i>NA</i> -for Ngultrum: Successful bidder shall submit the account information maintained with one of the commercial banks in Bhutan. <p>Payments shall be made according to the following schedule:</p> <p>INDICATIVE PAYMENT SCHEDULE B.</p> <ul style="list-style-type: none"> (a) Thirty (30) percent of the Contract Price shall be paid on the acceptance of non-functional prototype by the client upon submission of a demand guarantee for the same value. (b) Fifty (50) percent of the lump-sum amount shall be paid upon Completion of the development of the interim report. (c) Twenty (20) percent of the lump-sum amount shall be paid upon completion of warranty period (12 months.)
-----	---

6.5	The interest rate is: <i>as per the prevailing procurement rules and regulations.</i>
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate international professional body: e.g. the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland, etc.] for a list of not fewer than five nominees. Upon receipt of such list, the Parties (commencing with the Procuring Agency when the list comprises an even number of nominees, and with the Consultant when the list comprises an odd number of nominees) shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [insert the name of the same professional body as above] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring Agency and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].

	<p>(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the [name the same appointing authority as in Clause SC 8.2 1.(b)] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties] or of Bhutan. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties]; or</p> <p>(b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.</p> <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(e) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither Bhutan nor the Consultant's country];</p> <p>(a) the [insert name of language] language shall be the official language for all purposes; and</p> <p>(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
--	--

	<p>For Contracts with Bhutanese Consultants</p> <p>Construction Development Board (CDB) or other Independent Agency:</p> <p>GCC Sub-Clause 8.2—All disputes arising in connection with the present Contract shall be finally resolved by arbitration in accordance with the rules and procedures of the CDB or any other independent agency that has been appropriately mandated at the time of submission of the dispute through its National Arbitration Committee. The arbitration award shall be final on the parties who shall be deemed to have accepted to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.</p>
--	--

IV. Appendices

Appendix A - Description of Services

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

Appendix B - Reporting Requirements

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

Appendix C - Key Personnel and Sub-Consultants

Note: List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Bhutan, and estimated staff-months for each.
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside Bhutan.
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for Key local Personnel.

Appendix D - Breakdown of Contract Price in Foreign Currency

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

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

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

Appendix E - Breakdown of Contract Price in Local Currency

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

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

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

Appendix F - Services and Facilities Provided by the Procuring Agency

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

Appendix G - Form of Advance Payments Guarantee

Note: See Clause GC 6.4 and Clause SC 6.4.

Bank Guarantee for Advance Payment

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

Beneficiary: _____ *[Name and Address of Procuring Agency]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

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

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

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

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

[signature(s)]

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