

# Request for Proposal

(RFP)

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For

Development of Database System



**Requested by:**

Druk Holding and Investments Limited,  
P.O Box 1127, Norzin Lam, Thimphu, Bhutan  
Tele# +975-2-336257/58, Fax# +975-2336259  
Website: [www.dhi.bt](http://www.dhi.bt)

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## SECTION I. NOTICE INVITING TENDER

### Druk Holding and Investments Limited Thimphu

#### DEVELOPMENT OF DATABASE SYSTEM

NIT No: DHI/PROC-13/2021/494

Date: 29 July 2021

- 1.0 Druk Holding and Investments (DHI), Thimphu invites e-Bids from eligible Consultants for Development of Database system as per the Terms of Reference mentioned hereinafter.
- 2.0 DHI would like to inform the interested firms to kindly visit the website [www.tender.bt](http://www.tender.bt) for vendor registration and to submit the proposal online.
- 3.0 The Proposal Security amount must be submitted physically to DHI office before the tender submission date. In case the covid-19 situation continues, Proposal Security can be done via bank transfers. Failure to submit the Proposal Security amount, the respective firm will not be considered.
- 4.0 The user manual for vendor registration and bidding process is available on the website [www.tender.bt](http://www.tender.bt) or else can be downloaded from following links:
  - i. User manual for vendor registration
  - ii. User manual for Bidding process
- 5.0 Detailed Term of References and terms and conditions are given in the RfP, which are available at the address given below as per the following schedule:

NIT No	:	DHI/PROC-13/2021/494
Proposal Submission date & time	:	16 <sup>th</sup> August 2021 (12:00 pm)
Pre-bid meeting (if any)	:	6 <sup>th</sup> August 2021 (2:30 pm)
Opening date & time	:	16 <sup>th</sup> August 2021 (2:30 pm)
RfP shall be available at	:	<i>www.tender.bt</i>

- 6.0 Proposals shall be opened in the presence of Consultant's representatives who choose to attend.
- 7.0 All Proposals must be accompanied by Proposal security for an amount of Nu 10,000.00 [*Ngultrum Ten Thousand*] and shall remain valid for 3 months from the date of the opening of the bids.
- 8.0 DHI reserves the right to accept or reject any Proposal partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Consultant/ intending Consultant shall have any claim arising out of such action of the company.
- 9.0 Interested firms may obtain further information at the address below during office hours [9am to 5pm] no later than 12<sup>th</sup> August 2021.

Druk Holding and Investments Ltd., (DHI)  
Attn: Procurement Unit,  
Norzin Lam, Thimphu Tel: [+975-2-336257/8], Fax: [+975-2-336259]

## SECTION II. INSTRUCTION TO CONSULTANTS (ITC)

### 1. Definitions

- a) **Company:** The DHI and/or its Companies applying this Manual.
- b) **Consultant:** The term Consultant includes but is not limited to international and national consulting firms, engineering firms, constructions firms, management firms, procurement agents, inspection agents, auditors, Investments & merchant bankers, Government agencies, multinational organizations, credit rating agencies, universities, research institutions and individuals who help in a wide range of activities such as policy advice, institutional reforms, management, engineering services, construction supervision, financial services, procurement services, social and environmental studies, and identification, preparation and implementation of projects.
- c) **Consultancy Services:** Covers a range of services that are of an advisory or professional nature and are provided by Consultants. These Services typically involve providing expert or strategic advice e.g., management consultants, policy consultants or communications consultants. Advisory and project related Consulting Services include, for example: feasibility studies, project management, engineering services, finance and accounting services, training and development.
- d) **Data Sheet:** Such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) **Notice Inviting Proposals:** A document published or notified by the Companies, which informs the potential consultants that it intends to procure Services. The term “Notice Inviting Tender (NIT)” and “Notice Inviting Quotation (NIQ)” are synonymous.
- f) **Letter of Invitation (LoI):** A letter sent to a firm/shortlisted firms stating the intention of the company to enter into a contract to procure Services and inviting them to submit a proposal for such Services in case of a Limited Tendering/Enquiry or Direct Contracting.
- g) **Proposal:** The Technical Proposal and/or the Financial Proposal submitted by the consultants. The term “tender”, “bid” is synonymous with the term “Proposal”.
- h) **Request for Proposal (RfP):** A document sent to the consultants inviting them to submit a proposal for the assignment, and that has in it (a) Letter of Invitation, (b) Instruction to Consultants, (c) the Terms of Reference, and (d) the proposed contract.
- i) **Services:** The work to be performed by the Consultant pursuant to the Contract.
- j) **Sub-Consultant:** Any person or entity to whom/which the Consultant subcontracts any part of the Services.
- k) **Terms of Reference (TOR):** The document included in the RFP which defines the objectives, goals, scope of work, activities, tasks, responsibilities of the Company and the Consultant, required deliverables 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.

## 2. Introduction

- 2.1 The company will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 2.2 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. A Consultant shall submit only one proposal against each tender.
- 2.3 Consultants should familiarize themselves with local conditions and take these into account in preparing their Proposals, if necessary.

## 3. Conflict of Interest

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

## 4. Fraud and Corruption

- 4.1 It is RGoB's policy to require that Consultants, their Sub-Consultants and the Personnel of them both observe the highest standards of ethics during the procurement and execution of contracts in pursuance of this policy, the RGoB:
  - a. Defines, for the purposes of this provision, the terms set forth below as follows:
    - i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - ii. "fraudulent practice" means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - iii. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
    - iv. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
    - v. "obstructive practice" means:
      - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
      - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under subparagraph (d) below of this paragraph.

- 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; and
  - e. 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. 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. Proposal validity**

- 5.1 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. The Company will make its best efforts to complete negotiations within this period.
- 5.2 Should the need arise; however, the Company may request Consultants in writing to extend the validity period of their proposals. Consultants who do not agree have the right to refuse to extend the validity of their Proposals, without forfeiture of their Bid Security.

## **6. Eligibility of Consultants**

- 6.1 The Company permits consultants from all eligible countries as declared by RGoB and should meet the eligibility requirements as indicated in the document.

## 7. Exclusion of Consultant or Sub-Consultants

- 7.1 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 Company in the past; or
  - i. he has been debarred from participation in public procurement by any competent authority as per law.

## 8. Clarifications and Amendments

- 8.1 Consultants may request a clarification of any part of the RFP document up to the number of days indicated in the Data Sheet.
- 8.2 Should the Company deem it necessary to amend the RFP as a result of a clarification, it shall do so at any time before the submission of Proposals the Company may amend the RFP by issuing an addendum in writing. The addendum shall be uploaded in the relevant website.
- 8.3 A pre-proposal meeting will be conducted, only, if necessary, as mentioned in the Data Sheet.

## 9. Proposal Security

- 9.1 The Consultant shall furnish, as part of its Proposal, a Proposal Security in original form, denominated in the currency and in the amount and validity specified in the Data Sheet.
- 9.2 The Proposal Security shall:
- a) at the Consultant's option, be in any of the following forms:
    - i. a Cash Warrant; or
    - ii. a Demand Draft; or
    - iii. Banker's Cheque/Cash order; or
    - iv. Bank Transfer (COVID-19 measures)
    - v. a Bank Guarantee as per Form TECH 8 of Section IV

- b) be issued by a financial institution of Bhutan or any foreign bank acceptable and enforceable in any financial institution of Bhutan; shall remain valid till the date specified in the Data Sheet.
- 9.3 Any Proposal not accompanied by adequate Proposal Security and validity shall be rejected by the Company as non-responsive. No interest shall be paid by the Company on the Proposal Security.
- 9.4 The Proposal Security shall be forfeited:
- a) if a Consultant withdraws its Proposal as a whole or in part during the period of Proposal validity; or
  - b) if the selected Consultant fails to sign the Contract.

## **10. Preparation of Proposals**

### **10.1 Technical Proposal Format and Content**

- 10.1.1 The Proposal shall comprise of the documents and forms listed in the Data Sheet.
- 10.1.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

### **10.2 Financial Proposals**

- 10.2.1 The Financial Proposal shall be prepared using the attached Financial Standard Forms (Section 4). All activities and items described in the Technical Proposal must be priced separately. Activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 10.2.2 In case of Foreign Consultants (as individual or as a firm), the consultant may express the price of their services in a maximum of three freely convertible foreign currencies, singly or in combination. The Company may require Consultants to state the portion of their price representing local costs in Ngultrum (BTN) if so, indicated in the Data Sheet.

## **11. Taxes**

- 11.1 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.

## **12. Sealing & Submission of Proposals**

- 12.1 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.
- 12.2 The Technical Proposals shall be sent to the addresses provided in the Data Sheet.



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

- 13.1 A Consultant may withdraw or substitute its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney).
- 13.2 Proposals requested to be withdrawn in accordance with ITC Clause 13.1 above, shall be returned unopened to the Consultants.
- 13.3 No Proposal may be withdrawn or substituted in the interval between the deadline for submission of Proposals and the expiry of the Proposal validity.

### **14. Opening of Proposals**

- 14.1 The Company shall open all Proposals, including any substitutions accompanied by a properly authorized substitution notice on the date, time and place of Bid opening indicated in the Data Sheet. In case of two envelope process, the Financial Proposals shall remain sealed and securely stored.

### **15. Evaluation to be Confidential**

- 15.1 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. The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced. 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 anticorruption policy.

### **16. Evaluation of Technical Proposal**

- 16.1 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. 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.
- 16.2 Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant shall be invited to negotiate its proposal and the Contract in accordance with the instructions given under ITC Clauses 20: Negotiations of these Instructions.

### **17. Public Opening and Evaluation of Financial Proposals (Only for QCBS, FBS and LCS)**

- 17.1 After the technical evaluation is completed, the Company shall inform all the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals. The Company shall simultaneously notify, in writing, those Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals.
- 17.2 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend.

17.3 The Company shall prepare a record of the opening of the Financial Proposals.

#### **18. Correction of errors**

18.1 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 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.

#### **19. Combined Quality and Cost Evaluation**

19.1 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 indicated in the Data Sheet. The firm achieving the highest combined Technical and Financial score will be invited for negotiation.

19.2 In the case of Fixed-Budget Selection, the Company will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of Least-Cost Selection, the Company will select the lowest proposal among those that passed the minimum technical score. In both cases, the evaluated proposal price according to ITC Clause 17: Evaluation of Financial Proposal shall be considered, and the selected firm invited for negotiation.

#### **20. Negotiations**

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. Failure to satisfy this requirement may result in the Company proceeding to negotiate with the next-ranked Consultant.

20.2 Technical negotiations will include a discussion of the Technical Proposal. The negotiations shall not substantially alter the original Terms of Reference or the terms of the Contract.

20.3 Financial negotiations may be carried out with the lowest evaluated bidder/highest combined score, as the case maybe. The minutes of the negotiations, signed by the company and the Consultant, shall form part of the Contract Agreement.

## **21. Company's Right to Accept any Proposal and to Reject Any or All Proposals**

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

## **22. Notification of Award (NoA)**

22.1 Prior to expiry of Proposal validity, the company shall notify to the successful Consultant, that its Proposal has been accepted. Until a formal Contract is prepared and executed, the NoA shall constitute a binding Contract.

22.2 Upon the successful Consultant furnishing the signed Contract Form and the Performance Security pursuant to ITC Clause 23: Performance Security, the company:

- a. Shall promptly notify each unsuccessful Bidder and discharge its Bid Security; and
- b. Publish a notification of award on the company's website.

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

## **23. Performance Security**

23.1 Within the time period specified in the Data Sheet, the Consultant shall submit the Performance Security, using for that purpose any of the following security forms:

- a. Unconditional bank guarantee, or
- b. Banker's certified cheque/cash warrant, or
- c. Demand draft.

## **24. Signing of Contract**

24.1 Within the time period specified in the Data Sheet, on receipt of the Notification of Award, the successful consultant shall sign the contract.

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

- a. The Company shall send to the selected Consultant two original copies of (1) the full agreed Contract and (2) the NoA, each signed by the its duly authorized representative together with the date of signature;
- b. The NoA notification shall indicate the deadline by which it must be accepted;
- c. The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the NoA and return one copy of each to the Company before the expiry of the deadline;
- d. In case the selected Consultant fails to submit the above-mentioned Performance, Security or sign the Contract within the deadline specified, the Contract shall be awarded to the next lowest evaluated Consultant. Such a failure shall be considered as "withdrawal" and the provisions of Proposal security shall apply.

## 25. Debriefing by the Company

- 25.1 On the receipt of company's notification of award pursuant to ITC Clause 22: Notification of Award, an unsuccessful consultant has three (3) working days to make a written request to the company for debriefing. The company shall provide a debriefing to all unsuccessful consultants whose request is received within this deadline.
- 25.2 Where a request for debriefing is received within the deadline, the company shall provide the debriefing within five (5) working days.
- 25.3 The company 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.
- 25.4 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.

### SECTION III. DATA SHEET

The following bid specific data shall amend and/or supplement the clauses in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

ITC Clause Reference	Details
2.1	Name of the Company: <b>Druk Holding and Investments Limited</b>
	Method of Selection: <b>Quality Cost based Selection</b>
2.2	Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b>
	The Name of the Assignment is: <b>Development of Database System</b>
	<b>The Scope of the assignment and expected time of its completion are: 3 months</b>
3.1	The Company envisages the need for continuity for downstream work: <b>No</b>
5.1	Proposals must remain valid for: <b>90 days from the date of the opening of the bid.</b>
8.1	Clarifications may be requested not later than: <b>12<sup>th</sup> August 2021 (1700 hrs.)</b>
	The address for requesting clarification is: <b>Mr. Tenzin Tsheltrim Manager, Procurement Unit, Norzin Lam, Thimphu Tel: [+975-2-336257/8] (EXT 137), Fax: [+975-2-336259] tenzintsheltrim@dhi.bt</b>
8.3	A pre-proposal meeting will be conducted. If conducted, it will take place on: <b>6<sup>th</sup> August 2021 (2:30 pm) at DHI Conference Hall. In light of Covid -19 situation, the interested bidder will have to register with the Procurement Unit one day prior to the Pre-Bid Meeting. The meeting may be held via Zoom meeting.</b>
9.1 & 9.2	<b>The Proposal Security amounting to Nu.10,000.00 and should be valid for 3 months from the date of opening of the bid.</b>
10.1.1	The documents to be submitted along with the Proposals are: <ul style="list-style-type: none"> <li>- <b><i>Integrity pact</i></b></li> <li>- <b><i>Power of attorney (if applicable)</i></b></li> <li>- <b><i>Any relevant supporting documents</i></b></li> </ul>
10.2.2	Consultant to state local cost in Ngultrum
12.2	Proposals must be submitted no later than the following date and time: <b>16<sup>th</sup> August 2021, Time: 12:00 pm</b>

14.1	<p><b>The Proposals will be opened on 16<sup>th</sup> August 2021, 2:30 pm at DHI Conference Room</b></p>																																										
16.1	<p><b>Evaluation Criteria and Scoring System</b></p> <p>The proposal shall be evaluated based on the following qualifying criteria and weightages of the points under each criterion.</p> <table border="1" data-bbox="411 383 1426 607"> <thead> <tr> <th>SN</th> <th>Qualifying Criteria</th> <th>Weightage of Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Adequacy of the Proposal</td> <td>60%</td> </tr> <tr> <td>2</td> <td>Experience of Firm's relevant to the assignment</td> <td>20%</td> </tr> <tr> <td>3</td> <td>Qualification and Competence of Key Professional Staff Proposed</td> <td>20%</td> </tr> </tbody> </table> <p>The points to be awarded under each qualification criterion shall be based on the experience, level of expertise, and supporting documents of such experiences submitted by the Consultant.</p> <p><b>1. Adequacy of the Proposal by the bidder (60%)</b></p> <p>The proposal by the Consultant on technical approach and methodology, organization and staffing, and work plan shall be reviewed by DHI and points awarded for clarity, completeness and adequacy of such proposals. The adequacy of the proposal is subdivided into three categories as below:</p> <p style="padding-left: 40px;">1.1 Technical Approach and Methodology (50 points)</p> <p>The Consultant shall submit a proposal as per the following requirements:</p> <table border="1" data-bbox="399 1144 1463 1904"> <thead> <tr> <th>Sl.#</th> <th>Parameter</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Solution Architecture of Database:</td> <td>30</td> </tr> <tr> <td>1.1</td> <td>Detailed proposed system explanation and architecture diagram and integration plan with existing system of DHI (Power BI) and Graphical Mock-up for the 2 Power-BI Dashboards</td> <td>13</td> </tr> <tr> <td>1.2</td> <td>Detailed Explanation of Workflow design of the solution (Structured information on how different requirements specified in the TOR will be implemented by the bidder.)</td> <td>12</td> </tr> <tr> <td>1.3</td> <td>Security plan for the solution proposed</td> <td>3</td> </tr> <tr> <td>1.4</td> <td>Proposed Database graphical interface design Mock-up/sample.</td> <td>2</td> </tr> <tr> <td>2</td> <td>Data Cleansing and Data Migration (Import Plan and Support: To move the data onto the completed database.)</td> <td>8</td> </tr> <tr> <td>3</td> <td>Knowledge Transfer Methodology</td> <td>2</td> </tr> <tr> <td>3.1</td> <td>Training plan for the technical team of DHI with day wise breakdown along with brief training contents.</td> <td></td> </tr> <tr> <td>4</td> <td>Value additions to the Terms of Reference (TOR): The bidder should submit any value-added Innovation and</td> <td>5</td> </tr> </tbody> </table>	SN	Qualifying Criteria	Weightage of Points	1	Adequacy of the Proposal	60%	2	Experience of Firm's relevant to the assignment	20%	3	Qualification and Competence of Key Professional Staff Proposed	20%	Sl.#	Parameter	Weightage	1	Solution Architecture of Database:	30	1.1	Detailed proposed system explanation and architecture diagram and integration plan with existing system of DHI (Power BI) and Graphical Mock-up for the 2 Power-BI Dashboards	13	1.2	Detailed Explanation of Workflow design of the solution (Structured information on how different requirements specified in the TOR will be implemented by the bidder.)	12	1.3	Security plan for the solution proposed	3	1.4	Proposed Database graphical interface design Mock-up/sample.	2	2	Data Cleansing and Data Migration (Import Plan and Support: To move the data onto the completed database.)	8	3	Knowledge Transfer Methodology	2	3.1	Training plan for the technical team of DHI with day wise breakdown along with brief training contents.		4	Value additions to the Terms of Reference (TOR): The bidder should submit any value-added Innovation and	5
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1.2	Detailed Explanation of Workflow design of the solution (Structured information on how different requirements specified in the TOR will be implemented by the bidder.)	12																																									
1.3	Security plan for the solution proposed	3																																									
1.4	Proposed Database graphical interface design Mock-up/sample.	2																																									
2	Data Cleansing and Data Migration (Import Plan and Support: To move the data onto the completed database.)	8																																									
3	Knowledge Transfer Methodology	2																																									
3.1	Training plan for the technical team of DHI with day wise breakdown along with brief training contents.																																										
4	Value additions to the Terms of Reference (TOR): The bidder should submit any value-added Innovation and	5																																									

	alternate option/design option that the bidder can introduce apart from the scope detailed in the TOR.	
5	Testing and Validation (Quality Assurance) Plan	2
6	Implementation/Hosting Plan and Back-up	3

### 1.2 Work Plan (10 points)

The Consultant submitting the best write up on Work Plan with well-defined job with timeline shall be awarded 10 points, and thereafter pro-rated for write-ups that are not very clear.

SN	Work Plan	Points
a)	Well defined job with timeline	7.5 - 10
b)	Job not well defined with timeline	5 – 7.5
c)	Well defined job without timeline	1-5

## 2. Experience of the Firm's relevant to the assignment (20%)

### 2.1 General experience of the Firm (5 points)

The point scoring shall be done as per the number of years of experience.

SN	Number of Years	Points
a)	10 years and more	5
b)	8 to less than 10 years	4
c)	6 to less than 8 years	3
d)	4 to less than 6 years	2
e)	1 to less than 4 years	1

### 2.2 Project experience of the bidding Firm relevant to the assignment. (Database, ERP, Dashboards, etc)

SN	Number of Projects	Points
a)	4 or more projects	15
b)	2 to 3 projects	10
c)	1 project	5

## 3. Qualification and Competence of Key Professional Staff Proposed (20%)

SN	Criteria	Points
3.1	Qualification	10
3.2	Relevant Project experience	10

The bidder will require to propose a minimum number of three Consultants as specified below. The prescribed number of consultants is to set a benchmark for

	<p>evaluation. The bidders may choose to propose a greater number of team members and the best Score will be taken for evaluation.</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Type of resources</th> <th>Minimum Number of Consultant Required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project Manager</td> <td>1</td> </tr> <tr> <td>2</td> <td>Application Developer</td> <td>1</td> </tr> <tr> <td>4</td> <td>Database Developer</td> <td>1</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>3.1.1</th> <th>Qualification for Project Manager (5%)</th> <th></th> </tr> </thead> <tbody> <tr> <td>a</td> <td>Masters</td> <td>5</td> </tr> <tr> <td>b</td> <td>Bachelors</td> <td>4</td> </tr> <tr> <td>c</td> <td>Diploma</td> <td>3</td> </tr> <tr> <td>d</td> <td>Certification</td> <td>2</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>3.1.2</th> <th>Qualification for Developers (5%)</th> <th></th> </tr> </thead> <tbody> <tr> <td>a</td> <td>Bachelors</td> <td>5</td> </tr> <tr> <td>b</td> <td>Diploma</td> <td>4</td> </tr> <tr> <td>c</td> <td>Certification</td> <td>3</td> </tr> </tbody> </table> <p>The Final score will be average of the two Consultants</p> <table border="1"> <thead> <tr> <th>3.2</th> <th>Relevant Project experience of the team members (10%)</th> <th></th> </tr> </thead> <tbody> <tr> <td></td> <td>a) 5 Projects and above</td> <td>10</td> </tr> <tr> <td></td> <td>b) 3 to 4 Projects</td> <td>7</td> </tr> <tr> <td></td> <td>c) 1 to 2 Projects</td> <td>5</td> </tr> </tbody> </table> <p>The Final score will be average of the three Consultants</p>	SN	Type of resources	Minimum Number of Consultant Required	1	Project Manager	1	2	Application Developer	1	4	Database Developer	1	3.1.1	Qualification for Project Manager (5%)		a	Masters	5	b	Bachelors	4	c	Diploma	3	d	Certification	2	3.1.2	Qualification for Developers (5%)		a	Bachelors	5	b	Diploma	4	c	Certification	3	3.2	Relevant Project experience of the team members (10%)			a) 5 Projects and above	10		b) 3 to 4 Projects	7		c) 1 to 2 Projects	5
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16.1	Minimum score required to qualify through the technical proposal is: <b>70%</b>																																																			
19.1	<p>The formula for determining the financial scores is the following:  <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  <math>T = 70</math> and  <math>P = 30</math></p>																																																			
20.1	Expected date to start contract negotiations: <b>TBD</b>																																																			
22.3	Expected date for commencement of consulting services: 2 months from the issue of NoA																																																			
24.1	Expected date for signing the contract after the award of Notification of Award: <i>15 days from the issue of NoA</i>																																																			



## SECTION IV. PROPOSAL FORMS

### A. TECHNICAL PROPOSAL FORMS

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

#### Checklist

Form	Description
TECH-1	Technical Proposal Submission Form.
TECH-2	Consultant's Information and Experience.
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-4	Curriculum Vitae (CV) of proposed staff
TECH-5	Work Schedule
TECH-6	Technical Specifications/Drawings (If Applicable)
TECH-7	Declaration confirming the absence of any conflict of Interest
TECH-8	Proposal Security Form

*{Based on the need of the project, the forms mentioned above can be customized/modified accordingly}*

**FORM TECH - 1: Technical Proposal Submission Form**

<Ref. No.><Date>

To:

<The Head, Procurement Division, Company's Name>

Dear Sir,

We the undersigned, offer to provide the Consulting Service for <Insert title of the assignment>in accordance with your Request for Proposal dated <Insert date> and our Proposal.

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

We are submitting our Proposal in association with: <Insert a list with full name and address of each associated Consultant><delete in case no association is foreseen>

We hereby declare that:

- a) This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.
- b) We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the Bidding Data Sheet.
- c) We have no conflict of interest in accordance with ITB Sub-clause Conflict of Interest
- d) Our firm, its affiliates or subsidiaries—including any subconsultants for any part of the Contract—has not been declared ineligible under the laws or official regulations of Bhutan, in accordance with ITB Sub-clause 6.1 The Company permits consultants from all eligible countries as declared by RGoB and should meet the eligibility requirements as indicated in the document. and other relevant clauses.
- e) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name & address of agent	Amount & Currency	Purpose of commission or gratuity

*\* If none, please state none*

- f) Our duly executed Integrity Pact Statement is attached herewith.
- g) We accept the vendor performance management system.
- h) All the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. In this regard you may contact any

of our previous Employers or the previous Employers of any of our sub-consultants or any of the employees thereof for further information.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in ITC.20.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in ITC 22.3 of the Data Sheet and to comply with all the provisions of the Contract.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

## FORM TECH - 2: Consultant's Information and Experience

### A - Consultant's Information

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

{The Consultant shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted}

1.	Consultants Legal Name *:
2.	Business License in case of Domestic Bidder * (Also attach the photocopy of the certificate)
3.	Year of Registration *:
4.	Legal Address in Country of Registration *:
5.	Principal Place of Business
6.	Website Address:
7.	Business Activities:
8.	Authorized Representative * Name: Designation: Address: Telephone/Fax numbers: E-mail Address:
9.	Status of the Consultant (check the box as applicable): <input type="checkbox"/> Bidding Company <input type="checkbox"/> Agent of the Consultant
10.	Attached are copies of the following original documents: [check the box(es) of the attached original documents] <input type="checkbox"/> Tax Clearance Certificate of Consultant named in 1 or 2 above (applicable for Bhutanese Bidders) <input type="checkbox"/> Certificate of Incorporation or Registration of Consultant named in 1 or 2 above <input type="checkbox"/> Any other certificate to support the legal entity of the Consultant named in 1 or 2 above

**Sealed and Signed:**

## B - Consultant's Experience

{Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

Firm's Name:

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

### **FORM TECH - 3: Approach, Methodology and Work Plan**

*<Technical approach, methodology and work plan are key components of the Technical Proposal.*

*You are suggested to present your Technical Proposal (40 pages, inclusive of charts and diagrams) divided into the following three chapters:*

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

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, and the proposals as listed in BDS Clause 16.1 and TOR.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the company), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-5.*

**FORM TECH - 4: Curriculum Vitae (CV) of Proposed Staff.**

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

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

---

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

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

5. Nationality: \_\_\_\_\_

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

---

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

---

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

---

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

---

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

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

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

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

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

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

	Name of assignment or project: _____
	Year: _____
	Location: _____
	Company: _____
	Main Project Features: _____
	Positions Held: _____
	Activities performed: _____

13. Certification:

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

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

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

*Day/Month/Year*

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



## FORM TECH - 5: Work Schedule

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

## FORM TECH - 6: Conflict of Interest

**Subject:** Declaration confirming the absence of any conflict of interest

**Ref:**

I ..... [*insert the name and designation of the signatory*] ..... the duly authorized representative of ..... [*insert name of the Consultant*], submitting a proposal in respect of invitation for proposals reference number (-----), hereby confirm:

- that I/We do not have a business relationship with a member of *Company'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, and/or (iii) supervision of the Contract,
- that I/ We have not employed or otherwise engaged a spouse, or any of the dependent parent of an employee or close relative<sup>1</sup> of *Company's* employee
- (*Insert if applicable*) that I/ We confirm that we have nominated (*insert name*) former employee of the Company as personnel in the Technical Proposal and we certify that no conflict of interest exists in the scope of the MR. XYZ inclusion to provide the Consultancy Services.
- (*Insert if applicable*) that I / we have nominated (*insert name*), present or previous (*insert as applicable*) Royal government of Bhutan employee as Personnel in the Technical Proposal. (*Insert name*) have written certification from the Royal Civil Service Commission of Bhutan or their employer (*insert name of the employer*) confirming that
  - They are not current employees of their previous official employer.
  - They are on leave without pay from their official position, and
  - They are allowed to work full-time outside of their previous official position

Such certification is also attached as a part of this technical proposal.

**Sealed and Signed**

---

<sup>1</sup>Close relative is defined as immediate family which includes, brother, sister, and own children

**FORM TECH - 7: Proposal Security (Bank Guarantee)**

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

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

Tender No. ....

Beneficiary: ..... [Name and Address of Purchaser]

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

BANK GUARANTEE No.: \_\_\_\_\_

At the request of the Bidder, we..... *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount ..... *[insert amount in figures]* ..... *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Form of Bid;

or

(b) having been notified of the acceptance of its Bid by the Employer during the period of Bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. *[signature(s)]*



**B. FINANCIAL PROPOSAL FORMS**

(Use only those forms which are relevant to the assignment)

**FORM FIN - 1: Financial Proposal Submission Form**

[<Ref. No>< Date>]

To: [Name and address of Company]

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<sup>2</sup>]. This amount is exclusive of local taxes, which shall be identified during negotiations and added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in ITC Clause 9.1 & 9.2 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>3</sup>:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
<hr/>		
<hr/>		

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

---

<sup>2</sup> Amounts must coincide with the ones indicated under total Cost of Financial Proposal in Form FIN-2

<sup>3</sup> If applicable, replace this clause with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.



Yours sincerely,

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

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

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

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

**FORM FIN - 2: Summary of Costs**

Activities	Costs	
	Amount (BTN)	In words
Development of Database		

*\*Indicate between brackets the name of the currency. Use as many columns as needed, and delete any that are not used.*

*\*\*Indicate the total costs, inclusive of local taxes, to be paid by the Company for each activity in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.*

## SECTION V. CONTRACT FORMS

*[Text in brackets provides guidance to the client for the preparation of the RFP; it should not appear on the final RFP to be delivered to the shortlisted consultants]*

### Form - I: Notification of Award

To  
[Name and Address of the Consultant]

Dear Sir/Madam,

This is to notify you that your Bid dated..... for execution of the .....  
..... *[Name of the Contract and Tender No., as given in ITB]*  
for the Contract Price of ..... *[Name of the currency and amount  
in words and figures as corrected and modified in accordance with the ITB]* is hereby accepted by the Company.

You are hereby requested to furnish Contract Performance Security, as detailed in ITC Clause 23 for an amount of .....*[insert amount of performance security]* ..... within Thirty (30) days of the receipt of this Letter of Award and the validity of the Contract Performance Security shall be up to .....*[insert validity]* .....

Failure to submit the Contract Performance Security within the period stipulated above shall constitute a ground for the annulment of the award and entail forfeiture of Bid Security.

This letter is being issued to you in duplicate. Please retain one copy for your records and return the other copy to the Company after recording on the letter "Accepted Unconditionally" under the signature of the authorized signatory.

Please acknowledge receipt.

Yours faithfully,

Signature

[Name and title of signatory]  
[Address]

## Form - II: Contract Agreement

*[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 client]* (hereinafter called the “client”) and, on the other hand, *[name of consultant]* (hereinafter called the “consultant”).

*[Note: If the consultant consists of more than one entity all of which are liable under the contract, the above should be partially amended to read as follows: “... (hereinafter called the “client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the client for all the consultant’s obligations under this contract, namely, *[name of consultant]* and *[name of consultant]* (hereinafter collectively called the “consultant”).]*

### WHEREAS

- (a) the client 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 client that it has the required professional skills, and 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:

- (a) Terms and Conditions of Contract;
- (b) The following Appendices:

*[Appendix A: Description of Services]*

2. The mutual rights and obligations of the client and the consultant shall be as set forth in the contract, in particular:

- (a) the consultant shall carry out the services in accordance with the provisions of the contract;
- (b) the client shall make payments to the consultant in accordance with the provisions of the contract;
- (c) Subject to subclause (d) hereunder, and notwithstanding any other provisions of this contract, payments under this contract shall not exceed *[amount]* in foreign currency/currencies, and *[amount]* in local currency. Except as otherwise agreed between the client and the consultant:
  - (i) Foreign currency payments to the consultant hereunder will be made in *[currency]*;
  - (ii) Local currency payments to the consultant hereunder will be made in *[currency]*.



- (d) The maximum amount specified in subclause (c) here above has been fixed on the understanding that the client will make available free of charge to the consultant the exemptions, assistance, services and facilities provided for under Clause 5 of the general conditions of contract as required for the purposes of the services. If any such exemptions, assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance (if any) should be made to the consultant as a result thereof to cover necessary additional expenditures not envisaged in the cost estimates.

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 client*]

---

[*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 the consultant

[*name of Joint Venture Partner*]

---

[*Authorized Representative*]

[*name of Joint Venture Partner*]

---

[*Authorized Representative*]

**Form – III: Performance Security**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereas (Name of the Consultant) herein after called the “Consultant” has undertaken \_\_\_\_\_  
\_\_\_\_\_ (Name of works) in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ dated.....herein after called the “Contract”.

AND WHEREAS it has been stipulated by you in the Contract that the Consultant shall furnish you with a Bank Guarantee by ..... (Name of the Bank) for the sum of ..... (specify amount) as security for compliance with the Consultant’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Consultant a guarantee; therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of (amount of guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limit if.....as aforesaid , without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until \_\_\_\_\_ Day of \_\_\_\_\_

[NAME OF GUARANTOR]

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_

Authorized Representative

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

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



## SECTION VI. TERMS & CONDITIONS

### 1. Services

1.1 The Consultant shall perform the services specified in Appendix – A: Description of Services (Terms of Reference), which is made an integral part of this Contract.

### 2. Law Governing Contract and Language

2.1 The laws of Bhutan shall govern the Contract, and the language of the Contract shall be English.

### 3. Conflict of Interest

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

### 4. Completion Time

4.1 The Consultant shall perform the Services during the period commencing [insert starting date] and continuing through [insert completion date], or any other period as may be subsequently agreed by the parties in writing.

### 5. Liquidity Damages

5.1 The Consultant shall be liable to pay liquidated damages to the Client at the rate [ 0.3%] of the Contract Price per day for each day delay later than the "Completion Time" above, up to a maximum of 10% of the Contract Price.

### 6. Performance Security

6.1 The Consultant shall, within fifteen (15) working days of the notification of award, provide a 10% of Contract Value as Performance Security for the due performance of the Contract.

6.2 The Performance Security shall be denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Company, and shall be valid until the successful completion of the Contractor's performance obligations under the Contract, including any warranty obligations, and shall be in one of the following forms:

- Unconditional bank guarantee, or
- Banker's certified cheque/cash warrant, or
- Demand draft.

6.3 The Performance Security shall be discharged by the Company and returned to the Consultant not later than thirty (30) days following the date of completion of the Consultant's performance obligations under the Contract, including any warranty obligation.

### 7. Payment

#### 7.1 Ceiling

7.1.1 For Services rendered pursuant to Appendix A, the Procuring Agency shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the

understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

## 7.2 Schedule of Payments

7.2.1 *100% of contract value shall be paid upon the completion and acceptance of the service by DHI.*

## 7.3 Payment Conditions

7.3.1 Payment shall be made in [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

## 8. **Project Administration**

### 8.1 Coordinator

8.1.1 The Procuring Agency designates *Mr. Pema Wangchug, Senior Analyst* as a Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Procuring Agency and for receiving and approving invoices for the payment.

## 9. **Performance Standards**

9.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Agency considers unsatisfactory.

## 10. **Confidentiality**

10.1 The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Procuring Agency's business or operations without the prior written consent of the Procuring Agency.

## 11. **Termination of Contract for failure to become effective**

11.1 If this Contract has not become effective after Contract signed by both the Parties, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## 12. **Ownership of Material**

12.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Agency under the Contract shall belong to and remain the property of the Procuring Agency. The Consultant may retain a copy of such documents and software.

## 13. **Modifications or Variation**

13.1 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.

**14. Consultant Not to be Engaged in Certain Activities**

14.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**15. Liability of the Consultant**

15.1 Subject to additional provisions, if any, the Consultant's liability under this Contract shall be governed by the Applicable Laws of Bhutan.

**16. Insurance**

16.1 The Consultant will be responsible for taking out any appropriate insurance coverage.

**17. Assignment**

17.1 The Consultant shall not assign this Contract or sub-contract any portion of it without the Procuring Agency's prior written consent.

**18. Dispute Resolution**

18.1 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the laws of Bhutan.

## APPENDICES

### Terms of Reference

#### I. Background

The Enterprise Development Division currently deals with the administration and monitoring of 40 funded entrepreneurs. One funded entrepreneur has disbursement records, supporting documents, a unique time of disbursements, deferral status, repayment schedule, multiple monitoring reports and mentoring reports at the bare minimum. This is conservatively 8 categories of information, with multiple items in each category for every entrepreneur that is interacted with.

The main purposes of these database are not to present a ‘live’ status update or ease of remote access, though these are two benefits that will be obtained as well. The main value addition of the database would be to vastly improve the quality, consistency and ability to interpret the amount of information generated from tracking over 80 entrepreneur’s profiles, training, statuses funding statuses, mentoring statuses and monitoring statuses, all with specific time and reporting standard requirements. This will be the first crucial step to turning the programs that are conducted by the DOI’s Enterprise Development Division to be as efficient and systematic as possible

#### II. Database Requirements (Scope of Work):

1. Will store and track data relating to Entrepreneur’s performance in training, funding, mentoring, monitoring and repayment.
2. Will serve as catalog and storage of all relevant documentation for entrepreneurs in an organized and easy to access manner (besides the hard copies, these scanned documents will be easy to access.)
3. Will have a strong search function utilizing Data Definition Language, allowing easy sorting, filtering, etc. of the entrepreneur data.
4. Will have a calendar function with automatic updates and reminders regarding periodic monitoring, repayment and entrepreneur tracking (depending on pending issues.)
5. Automatic Generation of Reports that summarize the current status of an entrepreneur or the pool as whole.
6. Will include development of dashboards (Power-BI) that will be linked to the database.
7. Provider will also support the EDD team in migrating their information to the database.
8. Linkage to DHI’s existing Power BI Dashboards
9. The system to be hosted in the BTL Virtual Private Storage (VPS).

10. Can be url-based or software based, but data backup and redundancy is required.
11. Should support a minimum of 150 entrepreneurs.
12. The Database Software Solution should be compatible with all Operating Systems like Windows, Mac.
13. Bidders can propose any number of members on their team; However, DHI mandates at minimum the following key personnel which would be used for evaluation:

### III. Training and Post-Implementation Support

- i) The bidder must document the user manual, prepare training documents, and prepare demonstration sessions after the project completion.
- ii) The training should include the following:

Table 4: Post Implementation Support

Day	Topic	Participant	Remark
1	a) Explain the whole system development codes process and flow b) Explain the Database of the application	DHI ICT AND ENTERPRISE DEV TEAM	Prepare a technical document which will include the details of system development codes, architecture, process flow and database of the application.
2	Explain the Integration and Configuration with the DHI's existing application (Power BI) to ensure proper and adequate knowledge transfer.	DHI ICT AND ENTERPRISE DEV TEAM	
3	Hand-on training.	DHI ICT AND ENTERPRISE DEV TEAM	Prepare and approve End user manual,

- iii) After go-live, post implementation support of 3 months must be provided and system warranty of one year and will be formalized with a mutually agreed-upon SLA.