

STANDARD AND REQUEST FOR PROPOSALS

(Procurement of Consulting Services)

ROYAL GOVERNMENT OF BHUTAN

**MINISTRY OF INFRASTRUCTURE AND TRANSPORT
AERODROME PLANNING AND MAINTENANCE DIVISION,
DEPARTMENT OF AIR TRANSPORT**

Paro



**Detail Design and Construction of Private
Jet Apron, GSE Shed and rehabilitation of Parallel
Taxiway**

Phase I: Detail Design Work

RFP Ref. No.: DoAT/APMD/2024-2025/563

SEPTEMBER 2024

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STANDARD REQUEST FOR PROPOSALS

RFP Ref. No.: DoAT/APMD/2024-2025/563

Project Name:

***Detail Design and Construction of Private Jet Apron, GSE
Shed and Rehabilitation of Parallel Taxiway.***

Procuring Agency:

Department of Air Transport, MoIT, Paro

Title of Consulting Services:

PHASE I: DETAIL DESIGN WORK

OCTOBER 2024

SECTION 1: LETTER OF INVITATION



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Royal Government of Bhutan
Department of Air Transport
Ministry of Infrastructure & Transport.



Paro International Airport.

Department of Air Transport, MoIT, Paro hereby invites sealed bids from eligible and qualified **National Bidders in Joint Venture** with **National Consultancy Firms** for the following works on **Design and Built Model**:

Name of the Work	Bid Security (Nu. In Million)	Contract Period	Class	Tender download date	Submission Date & Time	Opening Date & Time
Detail Design and Construction of Private Jet Apron, GSE Shed and Rehabilitation of Parallel Taxiway	5.18	20 months	Large (W1) for Contractor & C1 for Consultant	25/10/2024	25/11/2024 at 2:00 PM	25/11/2024 at 2:30 PM

- 1) The Bhutanese Large Class (W1) Contractors should form a joint venture with National Consultancy firms to carry out the Detail Design and Construction Works. The Bhutanese Large Class Contractor should be the Lead Partner of the JV.
- 2) This invitation is open only to registered National firms. However, the Bhutanese Consultancy firms may hire **international Individual Consultants**.
- 3) A complete set of bidding documents can be downloaded from the Department's website-www.doat.gov.bt or www.moit.gov.bt as per the date mentioned above against the work. Addendum if any will be uploaded in the both the website. Prospective bidders are advised to check the website till the last date for submission.
- 4) The bidders are required to submit duly completed and signed **Integrity Pact** along with the Phase I bid documents. **Failure to attach a duly completed and signed Integrity Pact with the proposals shall result in disqualification.**
- 5) The bids should be accompanied by bid security as mentioned against work in the form of **Bid Securing Declaration (BSD)**. **The bid security shall be submitted along with the Phase I bids (i.e., Detail Design Works) and addressed to Director General, DoAT, Paro International Airport, Paro. Failing to submit a duly completed and signed BSD shall be evaluated as non-responsive.**
- 6) The bid should be delivered to the Chief Aerodrome Officer, Aerodrome Planning and Maintenance Division, DoAT, MoIT, Paro on the date mentioned above.
- 7) It will be opened in the conference hall of DoAT, Paro, in presence of bidders/representatives who choose to attend as per the date mentioned above.

8) The bids will be evaluated based on Quality and Cost Based Selection Method (QCBSM). The two bid documents i.e., Phase 1: Detail Design Works and Phase II: Construction Works shall be submitted in two separate inner envelopes enclosed in one outer envelope and evaluated separately.

9) The Phase 1 bids shall be evaluated as per criteria, sub-criteria and the points system specified in the Instructions to Consultants; Data Sheet.

11) The Phase II bids (ie., Construction Works) of only those bidders that obtain a minimum score of 75% in the Phase I bids (ie., Detail Design Works) shall be opened & evaluated. The Phase II bids of the bidders failing to obtain the above minimum score shall be returned unopened.

12) The Phase II bids would be opened in the presence of bidders/representatives who choose to attend after the evaluation of Phase I bids are complete.

13) The Phase II bids shall be evaluated applying the eligibility criteria, evaluation criteria, sub-criteria and point system specified in Section IV, Evaluation and Qualification Criteria. Each responsive bid shall be given a technical score. The Financial Proposal (i.e., Price Schedule) shall be evaluated for any arithmetical errors and for the purpose of comparison, all the cost shall be converted to a single currency i.e., Ngultrum (Nu.).

14) The e-tool system shall be used to evaluate the technical capability and capacity of bidders (for Phase II bids) to get the technical score and for next Stage bid evaluation.

15) Only those bids that obtain a minimum technical score of 75% in evaluation of Phase I bids and 70% in evaluation of Phase II bids shall qualify for next stage evaluation i.e., Financial Evaluation.

16) For bids scoring a minimum technical score of 70 points in Phase II, 30% of 1st stage technical evaluation score shall be carried forward to 2nd stage of evaluation; this score will be combined with the score of financial bid to obtain the overall technical-financial score. The following shall be the score bearing:

- a) Financial Score = 70%
- b) Technical Score = 30%

17) The work shall be awarded to the bidder whose bid has been determined to be substantially responsive and who has obtained the highest technical & financial score.

18) The Department of Air Transport, DoAT, MoIT shall not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

19) For any inquiries and clarification that may be necessary for preparing the Bids, please contact Chief Aerodrome Officer, Aerodrome Planning and Maintenance Division, DoAT, MOIT, Paro at tgyeltshen@doat.gov.bt



Director General
Department of Air Transport
MoIT

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 (e.g. 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

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

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.

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.

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

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, favor 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.

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.

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

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.

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.

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

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

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

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

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;

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

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

12. Preparation of Proposals 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.

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.

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 the assignment must be in the language specified in the Data Sheet.

**14. Technical
Proposal Format
and Content**

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

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).

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.

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.

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**

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.

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**

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.

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

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”**.

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.

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 2:30 pm (BST) on 25th November 2024.”** 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 the case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

All inner envelopes shall:

- a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant;
- b) be marked **“ORIGINAL” or “COPIES”**; and

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

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.

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

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.

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

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.

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.

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

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.

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

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

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.

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.

In the case of Least-Cost Selection, the Procuring Agency will select the lowest proposal among those that passed the minimum technical score and invitesuchConsultant 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 prerequisite 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.

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.

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

Reimbursable costs are payable on an actual expense 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

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.

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.

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.

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.

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.

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. In case the selected Consultant fails to sign the Contract of acceptance;
- d) 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

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

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

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.

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**

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.

Where a request for debriefing is received within the deadline, the employer shall provide the debriefing within five (5) working days.

The employer shall discuss only such proposals 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.

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

ITC Paragraph Reference	Details
1.1	Name of the Procuring Agency: Department of Air Transport, MoIT Method of selection: Quality and Cost Based Selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: No. (It should be included in Section V: Price Schedule of Phase II Document) The name of the assignment is: Detail Design & Construction of Apron, GSE Shed and Rehabilitation of Parallel Taxiway at Paro International Airport. The scope of the assignment and expected time of its completion are: Detailed scope of the work is outlined in the Terms of Reference (ToR). Phase I: Detail Design Works must be completed in all respects within four (04) months.
1.3	A pre-proposal conference will be held: NO; However, to get familiarized with the site conditions, it is mandatory for the prospective bidders to make a site visit before submitting the RFP. The site visit shall be made in consultation with the Chief Aerodrome Officer, APMD, DoAT. The visit shall be conducted not later than 18th November 2024. The Procuring Agency's Representative is: Chief Aerodrome Officer, DoAT, MoIT. Telephone: (+975) 08271750/17846082
1.4	The Procuring Agency will provide the following inputs and facilities: Survey data of the site, i.e. tentative location of the facilities.
4.1 e	The consultant shall submit a signed Integrity Pact: YES.
7.1	Proposals must remain valid <u>Sixty (60) days</u> after the submission date, i.e., until: 25th January, 2025.
11.2	Clarifications may be requested not later than <u>Seven (07)</u> days before the submission date. The address for requesting clarifications is: Chief Aerodrome Officer, Aerodrome Planning and Maintenance Division, DoAT, MoIT, Paro Telephone: (+975)08271750 / 17846082 Facsimile: NA E-mail: <u>tgveltshen@doat.gov.bt</u>
11.3	A pre-proposal meeting will be conducted on 20th November 2024 at 2:00 pm (BST) in DoAT Conference Hall. The pre-proposal meeting for both Phase I

	and II shall be conducted on the afore-mentioned date and time. The bidders may either attend in person or virtual for the meeting. Those bidders opting to attend meeting virtually should send their request for the meeting link to tgyeltshen@doat.gov.bt/tshewanggg@doat.gov.bt/mchapagai@doat.gov.bt
12.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: NOT APPLICABLE.
12.3 (b)	The estimated number of professional staff-months required for the assignment is: The complete assignment has to be completed in all respects within four (04) months.
13.1	Proposals shall be submitted in the following language: ENGLISH
14.1	The format of the Technical Proposal to be submitted is: For FULL TECHNICAL PROPOSAL (FTP): 1st Inner Envelope with the Technical Proposal: <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 8. TECH-7 9. TECH-8 <p>AND</p> 2nd Inner Envelope with the Financial Proposal (if applicable): (Not applicable – the financial proposal should be included in Section V: Price Schedule of Phase II Documents)
14.5	The format of the Technical Proposal to be submitted is: Full Technical Proposal.
15.1	Financial Proposal The Financial Proposal shall not be prepared using the attached Standard Forms. It should be included in the Price Schedule provided in Section V of Phase II: Construction Works and shall include all the expenses required to carry out the services as per the Terms of Reference and other relevant clauses in the Contract Agreement .
15.2	A Price Adjustment provision applies to remuneration rates: NO.
15.3	Consultant to state local cost in: Ngultrum
16.1	Information on the Consultant's tax obligations in the Client's country can be found at Income Tax Act of the Kingdom of Bhutan, 2001.
17.1	Unsigned bid form Tech-1, Technical Proposal Submission Form of Section 3 without full signature and initials on the space provided shall make the bid non-responsive.

17.3	The Consultant/Firm must submit the original and one copy of the two bid documents – Phase I: Detail Design Works and Phase II: Construction Works and shall be marked “ ORIGINAL ” or “ COPY ” as appropriate.
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17.4	<p>The original and the copy of Phase I bid document shall be placed in a sealed envelope clearly marked “PHASE I: DETAIL DESIGN WORKS.”</p> <p>Similarly, the original and the copy of Phase II bid document shall be placed in a sealed envelope clearly marked “PHASE II: CONSTRUCTION WORKS” followed by the reference number and name of the assignment, and with a warning “DO NOT OPEN WITH THE PHASE I: DETAIL DESIGN WORKS.”</p> <p>The envelopes containing the two bid documents 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 2:30 P.M. (BST) ON 25th November, 2024.”</p>
17.6	<p>The Proposal submission address is:</p> <p>Director General Department of Air Transport, MoIT, Paro International Airport.</p> <p>Telephone: (+975)0827403</p> <p>Facsimile: NA</p> <p>Proposals must be submitted no later than the following date and time: 25th November 2024, 2:00 p.m. BST</p>

21.1	<p>Criteria, sub-criteria and the points system for the evaluation of Full Technical Proposals are:</p> <table> <tr> <th data-bbox="371 241 1157 275"><u>Criteria</u></th><th data-bbox="1209 241 1294 275"><u>Points</u></th></tr> <tr> <td data-bbox="371 275 1157 309">I. Experience of the Consultancy firm:</td><td data-bbox="1209 275 1294 309">10</td></tr> <tr> <td data-bbox="467 309 1157 376">a) General experience of the firm as a general technical design consultant</td><td data-bbox="1209 309 1294 376">05</td></tr> <tr> <td data-bbox="467 376 1157 409">b) Specific experience of the firm relevant to the assignment</td><td data-bbox="1209 376 1294 409">05</td></tr> <tr> <td data-bbox="371 443 1157 499">II. Adequacy of the proposed methodology and work plan in to the Terms of Reference:</td><td data-bbox="1209 443 1294 499">30</td></tr> <tr> <td data-bbox="467 499 1157 566">a) Technical approach, aesthetics and methodology for conceptual design</td><td data-bbox="1209 499 1294 566">15</td></tr> <tr> <td data-bbox="467 566 1157 600">b) Proposed construction approach and methodology</td><td data-bbox="1209 566 1294 600">10</td></tr> <tr> <td data-bbox="467 600 1157 633">c) Workplan, organization and staffing</td><td data-bbox="1209 600 1294 633">05</td></tr> <tr> <td data-bbox="371 656 1157 723">III. Key professional staff qualifications and competence for the assignment:</td><td data-bbox="1209 656 1294 723">50</td></tr> <tr> <td data-bbox="491 734 815 768">K1 - Chief Design Engineer</td><td></td></tr> <tr> <td data-bbox="499 779 695 813">1. Qualification</td><td data-bbox="1209 779 1294 813">10</td></tr> <tr> <td data-bbox="499 813 675 846">2. Experience</td><td data-bbox="1209 813 1294 846">14</td></tr> <tr> <td data-bbox="491 880 730 913">K2 – Chief Architect</td><td></td></tr> <tr> <td data-bbox="499 913 695 947">1. Qualification</td><td data-bbox="1209 913 1294 947">5</td></tr> <tr> <td data-bbox="499 947 675 981">2. Experience</td><td data-bbox="1209 947 1294 981">5</td></tr> <tr> <td data-bbox="491 1003 858 1037">K3- Assistant Design Engineer</td><td></td></tr> <tr> <td data-bbox="499 1059 695 1093">1. Qualification</td><td data-bbox="1209 1059 1294 1093">4</td></tr> <tr> <td data-bbox="499 1093 675 1126">2. Experience</td><td data-bbox="1209 1093 1294 1126">4</td></tr> <tr> <td data-bbox="491 1126 815 1160">K4-Geotechnical Engineer</td><td></td></tr> <tr> <td data-bbox="499 1160 695 1193">1. Qualification</td><td data-bbox="1209 1160 1294 1193">4</td></tr> <tr> <td data-bbox="499 1193 675 1227">2. Experience</td><td data-bbox="1209 1193 1294 1227">4</td></tr> <tr> <td data-bbox="371 1283 1157 1317">V. Participation by nationals among proposed key staff:</td><td data-bbox="1209 1283 1294 1317">10</td></tr> <tr> <td data-bbox="754 1350 1157 1384">Total points for four (04) criteria:</td><td data-bbox="1209 1350 1294 1384">100</td></tr> </table>	<u>Criteria</u>	<u>Points</u>	I. Experience of the Consultancy firm:	10	a) General experience of the firm as a general technical design consultant	05	b) Specific experience of the firm relevant to the assignment	05	II. Adequacy of the proposed methodology and work plan in to the Terms of Reference:	30	a) Technical approach, aesthetics and methodology for conceptual design	15	b) Proposed construction approach and methodology	10	c) Workplan, organization and staffing	05	III. Key professional staff qualifications and competence for the assignment:	50	K1 - Chief Design Engineer		1. Qualification	10	2. Experience	14	K2 – Chief Architect		1. Qualification	5	2. Experience	5	K3- Assistant Design Engineer		1. Qualification	4	2. Experience	4	K4-Geotechnical Engineer		1. Qualification	4	2. Experience	4	V. Participation by nationals among proposed key staff:	10	Total points for four (04) criteria:	100
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<p>21.1 (Additional Clause)</p>	<ol style="list-style-type: none"> 1) The firm shall submit the signed letter of commitment of the key technical personnel proposed for the assignment. Failure to submit the signed letter of commitment will result in non-evaluation of the particular key personnel. 2) A Bid that does not fulfill the minimum specified qualification and years of experience for the Tier(s) specified for the key personnel shall be rejected before proceeding to Bid evaluation. 3) For uniformity in evaluation for skilled and experienced manpower committed, the following shall apply: <ol style="list-style-type: none"> a) The work experiences for the proposed key personnel shall be based on actual experiences gained and not from the date of the graduation. b) Only those work experience records (in CVs) with supporting documents from its Client/ Employer shall be considered. If necessary, the supporting documents submitted would be further verified by the evaluation committee. 4) Submission of conceptual designs and drawings, aesthetics, use of innovative techniques & computational methods including use of state-of-the-art computer software in the design process as a result of which there is expected gain in the construction time, quality & cost shall be considered while evaluating Criteria no [II] i.e., Adequacy of the proposed methodology and work plan in responding to the ToR.
<p>22.1</p>	<p>The bids shall be evaluated by the Quality & Cost Based Selection (QCBS) Method. The Phase I bids shall be evaluated as per Criteria, Sub-criteria and the Points System specified in the Instructions to Consultants; Data Sheet. After the technical evaluation of the Phase I bid is completed, the Phase II bid of only those bidders that obtained a minimum St score of 75% shall be opened and evaluated. The Phase II bids of the bidders failing to obtain the above minimum score shall be returned Unopened. The Phase II bids shall be evaluated applying the evaluation Criteria, Sub-criteria and Point System specified in Section IV, Evaluation and Qualification Criteria.</p>
<p>22.2</p>	<p>The Phase II bids shall be opened publicly in the presence of bidder(s)/bidder's representative(s) who choose to attend.</p>
<p>24.1</p>	<p>The single currency for price conversions is Bhutanese Ngultrum (BTN). The source of official selling rates is the Royal Monetary Authority of Bhutan. The date of exchange rates is: Not Applicable.</p>

25	<p>The Financial Proposal (i.e., Price Schedule) shall be corrected for any arithmetical errors and for the purpose of comparison, all the cost shall be converted to a single currency i.e., Ngultrum.</p> <p>The e-tool system shall be used to evaluate the Phase II bids for Stage I: Technical Capability and Capacity of Bidders to get the Technical Score and for Stage II: Financial Evaluation.</p> <p>Only those bids that obtain a minimum technical score of 70% in the Stage I shall qualify for the next stage evaluation i.e., Stage II: Financial Evaluation.</p> <p>For those bids that qualified for Stage II: Financial Evaluation, 30% of Stage I (Technical Score) shall be carried forward to Stage II evaluation to obtain a combined technical and financial score. The following shall be the score bearings:</p> <p>a) Technical Score = 30%</p> <p>b) Financial Score = 70%</p> <p>The overall combined technical – financial score shall be obtained by using the following formula for any qualified contractor (A);</p> $70\% \times \frac{\text{Lowest quoted bid among qualifying bids}}{\text{Financial bid quoted by A}} + 30\% \text{ of technical score of A}$ <p>The work shall be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has obtained the highest combined technical – financial score.</p>
26.1	<p>Expected date and address for contract negotiations: 5th December 2024 At the Department of Air Transport, MoIT, Paro International Airport: Bhutan.</p>
32	<p>If no consultants submit 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.</p>
32.7	<p>Expected date for commencement of consulting services: 16th December 2024</p>
Additional Clause	<p>Bid Security</p> <p>The bidder shall furnish as a part of its bid, a Bid-Securing Declaration (BSD) using the form included in Section V: Bidding Forms in Phase II of the Standard Bidding Document.</p> <p>A bid security of amount equivalent to Nu 5.18 million against work shall be submitted along with the Phase I bid (i.e., Detail Design Works) and addressed to the Director General, DoAT, Paro International Airport. Failing to submit a duly completed and signed BSD shall be evaluated as non-responsive.</p> <p>The Validity of the bid security shall be ninety (90) days after the submission date, i.e. 25th February 2025</p> <p>In exceptional circumstances, the Procuring Agency may request that the Bidders extend</p>

	<p>the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by electronic mail. The Bid Security required pursuant to ITB Clause 15 of bidding document of Phase II shall be extended to 30 days after the deadline of the extended Bid validity period.</p> <p>A Bidder may refuse the request without forfeiting the Bid Security. The refusal to extend the bid by the Bidder will make the bid invalid and shall not be further considered for evaluation and award. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided for in ITB Clause 15 of Phase II.</p> <p>The Procuring Agency may instruct bidders to sign a Bid Securing Declaration in the form provided in the bidding documents accepting that they will be required to pay bid security amount specified in the Bidding Document within five (5) days, if:</p> <ul style="list-style-type: none"> (a) they withdraw or modify their Bids during the period of validity; (b) a bidder fails to accept the arithmetical corrections of its bid price; or (c) they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the bidding document. <p>Failure to pay will lead to debarment of the bidder from being eligible to submit bids for contracts with all the government procuring agencies for the period determined by the Debarment Facilitation Committee.</p>
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Detailed break-up of Evaluation Criteria

Description	Score	Percent	Maximum Score
I. Experience of the consultancy firm			10
a) General experience as a technical design consultant			5
1) Less than one year	1	20%	
2) Between one – two years	2	40%	
3) Between three – five years	3	60%	
4) Five years and above	5	100%	
b) Specific experience relevant to the assignment (i.e., design of Pavement in the past 10 years)			5
1) One Apron/Runway/Taxiway Pavement and less	1	20%	
2) Between two – four Apron/Runway/Taxiway Pavement	3	60%	
3) More than four Apron/Runway/Taxiway Pavement	5	100%	
<i>Score for criteria I:</i>			
II. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference			30
a) Technical approach, aesthetics and methodology for the conceptual design			10
1) Poor	2	20%	
2) Satisfactory	4	40%	
3) Good	8	80%	
4) Very Good	10	100%	
b) Proposed construction approach and methodology			10
1) Poor	2	20%	
2) Satisfactory	4	40%	
3) Good	8	80%	
4) Very Good	10	100%	
c) Work plan, organization and staffing			10
1) Poor	2	20%	
2) Satisfactory	4	40%	
3) Good	8	80%	
4) Very good	10	100%	
<i>Score for criteria II:</i>			
III. Key professional staff qualifications and competence for the assignment			50
1. K1: Chief Design Engineer			24
a) Qualification in the relevant field			10
1) Bachelor Degree in Civil Engineering with at least 5 years' experience in airport related/structural design works	7.5	75%	
2) Bachelor Degree and above in Civil Engineering with at least 10 years' years' experience in airport related/structural design works	10	100%	

b) Experience in Airport Pavement works: analysis and design of Airport Apron/Runway/Taxiway/GSE shed in the past 10 years			14
1) One Pavement	3.5	25%	
2) One – Two Pavements	7	50%	
3) Two – Four Pavements	10.5	75%	
4) More than Four Pavements	14	100%	
2. K2: Chief Architect			10
a) Qualification in relevant field			5
1) Bachelor in Architecture with at least 5 years' experience in design work	3.75	75%	
2) Bachelor in Architecture with at least 10 years' experience in design work	5	100%	
b) Experience in Civil works: analysis and design of civil structure work in the past 10 years			5
1) One – two steel structure works	1.25	25%	
2) Three steel structure works	2.5	50%	
3) Four steel structure works	3.75	75%	
4) More than four steel structure works	5	100%	
3. K3: Assistant Design Engineer			8
a) Qualification in relevant field			4
1) Bachelor Degree in Civil Engineer with at least 5 years' experience in Civil Design work	3	75%	
2) Bachelor Degree in Civil Engineer with at least 10 years' experience in Civil Design work	4	100%	
b) Experience in Civil works: Structural Design of Civil building works in the past 10 years			4
1) One –Two airport/road pavement	2	50%	
3) Three-Five airport/road pavement	3	75%	
4) More than five airport/road pavement	4	100%	
4. K4: Geotechnical Engineer			8
a) Qualification in relevant field			4
1) Diploma in Geotechnical Engineering with at least 5 years' experience in geotechnical investigation work	3	75%	
2) Bachelor Degree in Geotechnical Engineering with at least 5 years' experience in geotechnical investigation work	4	100%	
b) Experience in geotechnical investigation works in past 10 years			4
1) One-two sites	1.6	40%	
2) Three-five sites	2.4	60%	
3) More than five sites	4	100%	
<i>Score for criteria III:</i>			
IV. Participation by nationals among proposed key staff			10
a) Bhutanese nationals as			10
1) Chief Design Engineer	4	40%	
2) Assistant Design Engineer	4	40%	

3) Geotechnical Engineer	1	10%	
4) Chief Architect	1	10%	
b) Other than Bhutanese nationals	0	0%	
<i>Score for criteria IV:</i>			
Total Score:			

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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

Checklist of Required Forms

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 & 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)	
✓	✓	TECH-7	Drawings/Specifications	
✓	✓	TECH-8	Integrity Pact	

All pages of the original Technical and Financial Proposal shall be initiated by the same authorized representative of the Firms.

Form TECH-1

Technical Proposal Submission Form

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals (RFP) dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

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

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- i. 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.
- ii. Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 7.1.
- iii. We have no conflict of interest in accordance with ITC 2.
- iv. We meet the eligibility requirements as stated in ITC 8, and we confirm our understanding of our obligation to abide by the RGoB's policy in regard to Fraud and Corruption as per ITC 4.
- v. We, including any sub consultants for any part of the Contract, have nationalities from eligible countries in accordance with ITC Sub-Clause 5.1;
- vi. 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.
- vii. 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 email): _____

{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 (for Full Technical Proposal Only)

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 (for Full Technical Proposal)

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 (for Simplified Technical Proposal Only)

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

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}

- a) Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs here.}

- b) Work Plan and Staffing.** {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) Comments (on the TOR and on counterpart staff and facilities)** Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

Form TECH-5 (for FTP and STP) 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 the form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

Form TECH-6 (for FTP and STP)

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.	<i>{e.g., K-1, TEAM LEADER}</i>
Name of Expert:	<i>{Insert full name}</i>
Date of Birth:	<i>{day/month/year}</i>
Country of Citizenship/Residence	

Education: *{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}*

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

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....., 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

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

Name of the Works: Detail Design and Construction of Private Jet Apron, GSE Shed and Rehabilitation of Parallel Taxiway - Paro International Airport

1. General

Whereas **Mr. Karma Wangchuk, Director General representing the Department of Air Transport (DOAT), Ministry of Infrastructure and Transport (MoIT), Royal Government of Bhutan**, hereinafter referred to as the "Employer" on one part, (Name of bidder or his/her authorized representative, with power of attorney) representing M/s. (Name of the firm) hereinafter referred to as the "**Bidder**" on the other part hereby execute this agreement as follows:

This agreement shall be part of the Standard Bidding Document, which shall be signed by both the parties at the time of purchase of Bidding Documents and submitted along with the tender document.

2. Objectives

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the Bidding Process and contract administration 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.

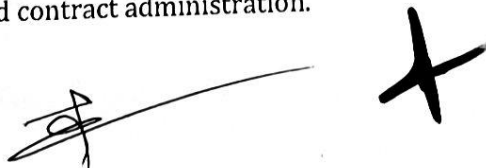
3. Scope

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



5. Commitments of Bidders

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

5.1 The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the Bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding process and contract administration.

5.2 The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the Bidding process and contract administration.

5.3 If the Bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the Employer or other Bidders, the Bidder shall report such violations to the head of the Employer.

6. Sanctions for Violation

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

6.1 The breach of the IP or commission of any offense (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including Debarment Rules.

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

7. Monitoring and Administration

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

7.2 The Bidder shall have the right to appeal/setting aside as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. The parties hereby sign this Integrity Pact at Paro on date.....



CID: 11410000540

Witness:

Name: Tashi Gyeltshen
Chief Aerodrome Officer
CID: 10708000667



BIDDER/REPRESENTATIVE

CID:

Witness:

Name

CID:

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

(Not Applicable- the financial proposal should be included in Section V: Price Schedule of Phase II Documents)

{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	Reimbursable 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

[illegible]

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/Mont h (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

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.

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.

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.

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 a 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								
Nº	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. Clients can set up a ceiling.

STANDARD FORM: LETTER OF INTENT

(Letterhead paper of the Employer)

	Notes	on
standard form of letter of Intent		
<i>This issuance of Letter of Intent is the information of the selection of the Proposal of the successful Consultant by the Employer and for providing information to other unsuccessful Consultants who participated in the Proposal as regards the outcome of the procurement process</i>		
<i>The Employer shall allow 10 days as described in ITC 28.2 between this letter of intent and letter of acceptance to allow aggrieved Consultants to challenge your decision if they feel they have treated unfairly</i>		

(Insert date)

To

[Name and address of the Consultant]

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

Authorized Signature: -----

Name and Title of Signatory:-----

Name of Agency: -----

CC:

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

SECTION 5: TERMS OF REFERENCE

Terms of Reference (ToR)

I. Background:

Paro International Airport is the only portal of entrance and exit for all international travel. It connects Bhutan to the rest of the world, playing a vital role in the development of the nation. With the development of the nation, the aircrafts operating in the airport is increasing leading to rapid increase in the number of airport users. The Department of Air Transport aims to meet the increasing demand of the airport with simultaneous development of the airport infrastructure.

Paro International Airport currently has only eight aircraft parking bays, which are fully occupied by aircraft on a daily basis. With the rise in flight operations due to an increase in users and significant development underway in Bhutan, it has become essential to construct additional apron space for parking both Airbus aircraft and private jets.

The area from the departure gate to the existing cargo complex, as well as the space between the parallel taxiway and cargo complex, will be utilized for constructing an additional apron designed to support the ramp weight of 98 tons (Airbus A321 Neo) and smaller aircraft. This expansion is driven by significant development occurring in the country and aims to accommodate private jets without disrupting operations at the current apron in front of the departure and arrival terminals.

The new Apron with General Aviation and Domestic Terminal Building will accommodate the growing number of private jets arriving at Paro International Airport (PIA) and will facilitate the segregation of domestic and international air operations. To ensure the pavement can support the weight of the aircraft without restrictions, a comprehensive geotechnical analysis is necessary to assess the subgrade soil conditions. This evaluation will inform the foundation requirements for the pavement. Additionally, a mandatory pavement assessment must be conducted to establish the Pavement Classification Number (PCN) in relation to the Aircraft Classification Number (ACN) of the largest aircraft expected to use the apron. This extensive task requires a certified airside pavement specialist and specialized machinery.

Similarly, Paro International Airport currently lacks appropriate Ground Support Equipment (GSE) parking and storage facilities, exposing essential equipment such as passenger boarding stairs, tugs, tractors, passenger buses, wheelchair lifts, belt loaders, baggage tugs, and carts to adverse weather conditions. This exposure compromises the efficiency and timeliness of ramp services, impacting smooth airside operations. Regulatory authorities have regularly flagged the absence of proper GSE storage as a significant safety concern. To address these risks, the construction of a GSE shed is proposed as part of the project scope, ensuring the protection and proper storage of the equipment.

Furthermore, repairing the existing parallel taxiway at Paro International Airport has become critical. The increased maneuvering of larger aircraft during takeoff has raised concerns about the current pavement's strength. An assessment is needed as the existing taxiway does not meet the required PCN value, which has delayed the recertification of the airport.

The airside facilities at Paro International Airport, including the runway, parallel taxiway, link-taxiways, and apron (both maneuvering and cargo bays), require pavement strength reporting in the form of a Pavement Classification Number (PCN). The increased maneuvering of larger aircraft, such as the A320neo, on the parallel taxiway during taxiing to the runway for take-off has raised concerns about the pavement's strength, as it does not meet the required PCN for operating these larger aircraft.

Additionally, after the rehabilitation of the runway, link-taxiways, and apron in 2021, the PCN was not reported, which is necessary to validate their strength and complete the recertification process. Similarly, the PCN for the newly constructed cargo apron was not assessed, leaving its pavement strength unverified. The failure to meet the required PCN values for these critical areas has delayed the airport's recertification. A comprehensive PCN assessment is urgently needed to address these concerns and ensure compliance with safety standards. Hence, the pavement evaluation of these structures shall also form a scope of work under this project package.

II. Details of the Proposed Apron

Name:	Airbus A320 Neo Apron
Span of the Apron:	636 meters (approx.)
Location:	Paro International Airport
Loading Class:	Ramp weight of A321 neo (98 tons)
Carriageway Width:	83 meter
Approach path:	Approach path shall be constructed with smooth surface and transitions as appropriate.

The Consultant may allow small variation in the span of the Apron for reasons of design convenience as may be dictated by site, material specifications or by any regulations in force and that it is ultimately beneficial for the Apron. Others may be due to sub-soil conditions or from the point of view of structural analysis, etc. However, the type of the Apron shall remain the same as specified above.

III. Details of the Proposed GSE Shed:

Name:	GSE Shed for ground equipment
Span of the GSE shed:	60 meters (approx.)
Location:	Paro International Airport
Loading Class:	Ramp weight of A321 neo (98 tons)
Carriageway Width:	40 meter

The Consultant may allow small variation in the span of the GSE Shed for reasons of design convenience as may be dictated by site, material specifications or by any regulations in force and that it is ultimately beneficial for the GSE Shed. Others may be due to sub-soil conditions or from the point of view of structural analysis, etc. However, the type of the GSE Shed shall remain the same as specified above.

IV. Details of the proposed rehabilitation of Parallel Taxiway:

Name:	Rehabilitation of parallel taxiway
Span of the Parallel Taxiway:	1740 meters (approx.)
Location:	Paro International Airport
Loading Class:	PCN 48
Carriageway Width:	25 meter

The pavement assessment and necessary rehabilitation of cargo apron shall also be the scope of work under this aspect.

For management convenience, the entire work is divided into Two Phases as indicated below:

1. Phase I: Detail Design Works

The phase I shall consist of detailed topographic survey, study of geotechnical report (provided by the client) and detailed design including preparation of drawings, BOQ, Technical Specifications, etc.

2. Phase II: Construction Works

The Phase II shall be the construction of the Apron, GSE shed and Rehabilitation of Parallel Taxiway and cargo apron

Phase I: Detail Design Works

Description of Work:	Detail Design of Apron, GSE shed and Rehabilitation of Taxiway
Location:	Paro International Airport, Paro
Project Duration:	4.00 months.

A. Objectives:

The main objectives of the firm during detail design phase are as follows:

Site studies, detailed topographic survey (when required), design of Apron, GSE Shed and rehabilitation of Taxiway, preparation of design report, detailed drawings, preparation of Technical Specifications (TS), Bill of Quantities (BoQ), Cost Estimate, etc.

B. Scope of Works:

The services to be provided for detail sub-soil investigation and detail design works shall include, but not limited to the following:

I) Site Study, Survey

- a) Prospective firms should visit the proposed sites at its own costs to familiarize with the existing site conditions.
- b) The consultant shall consider all the structures and service utilities for the Apron, GSE shed and taxiway.
- c) Geotechnical investigation- The consultant shall carry out detailed geotechnical investigation by performing relevant geotechnical tests in order to determine the required pavement foundation.
- d) The consultant shall be responsible for preparation of detail site plan.
- e) The consultant shall be responsible for acquiring of any clearances or approvals from relevant agencies as and when required for the project.

II) Detail Design Works for Apron

- a) The approximate span of the proposed apron is **636 meters** having **83 m** carriageway width and load class as specified above.
- b) The design shall include an approach apron, of suitable gradient and adequate turning radius with accordance to best applicable standards.
- c) The Apron design shall be of rigid pavement with proper reinforcement bar and appropriate concrete grade.
- d) The design shall include provisions for installation and conveyance of utilities such as thermal expansion and contraction, drainage systems in between bays and should be acceptable to the Client.
- e) The design should include ways to access the bearing areas and main parts of the project structure so that they can be inspected and maintained throughout the apron's service life.

III) Detail Design Works for GSE Shed

- a. The proposed Ground Service Equipment (GSE) shed can be approximately **35 to 40 meters in length** and **10 to 12 meters in width**. It is feasible to design three such structures based on the available area and assessment of GSE equipment.
- b. The GSE shed design shall be of steel members with proper connection and foundation.

- c. The design shall also include a parking area of appropriate size based on the site conditions, featuring a flexible pavement structure.
- d. The design shall include an approach road of suitable size and adequate turning radius for the equipment to park and turn around.
- e. The design shall include provisions for the unrestricted movement of equipment within the shed, ensuring that one can be parked while another can be easily moved out.
- f. The consultant is required to submit at least three options of ground equipment parking and shed with proper approach roads. Out of three options, the client shall select the most suitable and appropriate one.

IV) Detail Design Works for rehabilitation of Parallel Taxiway

- a. The consultant shall include suitable evaluation measures and testing methods of the damaged section.
- b. The consultant shall perform relevant soil and pavement testing and clearly mention their strength on report.
- c. The designer shall clearly mention the materials to be used for the rehabilitation of the taxiway on report in accordance with best applicable international standards-ICAO Annex 14- including preparation of detailed design drawings in sufficient detail for accurate determination of quantities.
- d. The designer shall conduct load bearing and structural tests to ensure that the taxiway meets the required pavement classification number (PCN) before it reopened for use.
- e. The consultant shall provide suitable grading and re-profiling of the taxiway to prevent water pooling.

General Requirement:

- a) As part of the Technical Proposal, a conceptual design and drawings containing the following shall be submitted:
 - Preliminary analysis and design calculations for the proposed super-structure and sub-structures;
 - Drawings (A3 size paper) showing the general views (elevation & plan) of the projects and structural system proposed;
 - Cross sectional details showing the preliminary dimensions;
 - Construction materials proposed to be used;
 - Proposed construction approach & methodology including the construction technique for the Project.
- b) The detail design should conform to the proposal/conceptual drawings approved by the Client.
- c) The main foundations for the projects shall be located within the influence area as much as possible.
- d) The grade of reinforcement bars shall be Fe 500
- e) The minimum grade of concrete shall be M 25 for the sub-structures and superstructure work

- f) The minimum viscosity of bitumen to be used in the rehabilitation of parallel taxiway and GSE parking is **VG10**.

V) Detail Drawings Works

- a) The drawings should be done in an appropriate style and the scales suitably fixed so that they are easily readable at site or workshop by the naked eye. Except for the general views, the drawings should preferably be made to the scale of 1:50 and for showing minute details to 1:20 / 1:10 /1:5 where necessary.
- b) Adequate number of drawings should be produced to appropriately represent all the necessary details, views, etc.
- c) The detailed reinforcement schedule will be a part of the drawings.
- d) All drawings should be made to paper size – ISO A3.
- e) Except for similar components, each different component shall have separate drawings in cross section, elevation and plan.
- f) All drawing dimensions shall be in metric system (i.e., meter, cm and mm)

VI) Bill of Quantities, Cost Estimates & Schedule of Activities

- a) The firm shall prepare and submit Bill of Quantities (BoQ), rate analysis and cost estimates. **However, the rate shall not be used for the purpose of payment and other calculations as per contract.**
- b) The firm shall prepare and submit a schedule of activities in consultation with the client.

VII) Technical Specifications (Specifications & Performance Requirements)

- a) The firm is required to prepare detailed **Technical Specifications** for all items of work taking into consideration the relevant Code of Practices and the advancement in technology.
- b) Amongst others, the Technical Specifications shall include Occupational Health and Safety (OHS) as per the Annexure I.

VIII) Involvement & Training of Aerodrome Engineers

While finalizing the **Construction Analysis** of the Apron with General Aviation and Domestic Terminal Building, GSE shed and rehabilitation of parallel taxiway, the Consultant shall invite aerodrome Engineers from Aerodrome Planning and Maintenance Division to participate in the Design process for a duration of at least one week. This is to facilitate learning and transfer of knowledge related to the Apron, Terminal Buildings, GSE shed design and rehabilitation of parallel taxiways and contribute to the overall capacity building of the aerodrome engineers. This will also enable the APMD Division engineer to clarify doubts of the bidders during the bidding process and also during the time of construction.

IX) Additional Services to be provided by Consultant during Construction Period

- a) The Consultant shall provide all the necessary technical clarifications and support including design modifications promptly to the Client and Contractor during the construction of the projects.
- b) During the time of construction, any missing items not specified in the drawings, price schedule, etc. shall be designed and intimated to Client and the Contractor.
- c) The Consultant shall provide necessary technical guidance and backstopping to the Contractor during the construction phase. In addition, the design engineers shall visit

the project site during the critical stages of construction. Such visits shall be at least **five times** during the construction period. The cost for technical guidance, backstopping and site visits shall be borne by the Consultants.

- d) In case of failure on the part of the Consultants to provide services as above during the time of construction, the release of retention money shall be deferred or deducted appropriately.

C. Key Personnel

The firm shall engage the following key personnel apart from other support staff to carry out the Services.

1. Chief Design Engineer
2. Chief Architect
3. Asst. Design Engineer
4. Geotechnical Engineer

The key personnel shall meet the following minimum eligibility requirements:

1) **Chief Design Engineer**

- a) Should have at least **Bachelor's Degree** in Civil Engineering from a reputed University.
- b) Should have at least **5 years** of experience in pavement design works.
- c) Should have at least designed **1-4 Nos.** of pavement and above in the past 10 years.

2) **Chief Architect**

- a) Should have at least **Bachelor's Degree** in Architecture from a reputed University.
- b) Should have at least **10 years** of experience in steel structure design works.
- c) Should have at least designed **1-2 No.** of steel structure design in the past 5 years.

3) **Asst. Design Engineer**

- a) Should have at least Bachelor's Degree in Civil Engineering from a reputed University
- b) Should have at least 5 years' experience in civil design work.
- c) Should have at least designed one-two airport/road pavement works

4) **Geotechnical Engineer**

- a) Should have Diploma in Geotechnical Engineering from a reputed University.
- b) Should have at least at least 5 years' experience in geotechnical investigation works.
- c) Should have carried out at least one-two geotechnical site investigation work.

- I) The firms should submit detailed references of similar works executed earlier (both by the firm and the key personnel), detailed Curriculum Vitae (CV) and qualification & personnel.

- II) **A Bid that does not fulfill the minimum specified and years of experience for the Tier(s) specified for the key personnel shall be rejected before proceeding to Bid evaluation.**

- III) For uniformity in evaluation for skilled and experienced manpower committed the following shall apply:

- a. The work experienced for the proposed key personnel shall be based on the actual experiences gained and not from the date of the graduation.
- b. Only those work experience records (in CVs) with supporting documents from its Client/Employer shall be considered. If necessary, the supporting documents submitted would be further verified by the evaluation committee.

- IV) The firm shall submit a signed letter of commitment of the key technical personnel proposed for the assignment. **Failure to submit the signed letter of commitment will result in non- evaluation of the particular key personnel.**

D.Responsibility for the Accuracy of the Work:

For the inaccuracies in the report or the sections/subsections of the report; design, drawings, Bills of Quantities, cost estimates etc., submitted by the Consultant as a part of the consultancy service, the Consultant shall indemnify the Client as follows:

- 1) For inaccuracy in any of the sections/subsections of the report under the consultancy contract, the consultant shall be liable to a maximum **penalty of 10%** of the value quoted by the Consultant for that section/sub-section.
- 2) For major lapses or over sights in the analysis and/or design of the structures such that it results in the part or total failure of the structure or that the structure is rendered unserviceable during its intended service life and if it can be proven beyond sufficient doubt that the failures are attributable to the Design Consultants, the Consultants shall be **fully** liable for the repayment of all the costs and making good any other eventualities resulting from the failure of the structure(s).

E. Services & Facilities for the Consultant:

The firm would be provided with survey data (the coordinates reference only) for the proposed project only for the purpose of preparation of conceptual designs and drawings. For the purpose of detail design, the firm will do the detailed survey and accurate data should be collected.

Reports & Documents:

- I) The firm shall submit to the Client the following reports and documents at the time and manner indicated as per the following table:

SN	Activity	Submission Time
1	Submission of Inception Report including finalization of Project location.	Within 1.0 months after signing the agreement
2	Presentation and Submission of Draft Engineering Report	2.0 months after the date of signing of the agreement
3	Submission of Final Report	1.0 month after the submission of draft engineering reports

The Consultant shall submit a minimum of **2 copies** of inception report and draft engineering report. The Consulting Engineer shall present the draft engineering report to a forum of stakeholders. The comments from the stakeholders on the draft report shall be incorporated in the final report. The draft engineering report shall include draft design drawings for the project.

II) The final report shall consist of the following documents:

- Three sets of detailed engineering and design reports including structural analysis and design of apron, GSE Shed and rehabilitation of parallel taxiway, technical approach & methodology for construction, etc.
- Three sets of detailed design drawings signed in original by the Chief Design Engineer, Proof Designer (if any) and the Consultant.
- A soft copy of the detailed design drawings in Auto CAD & PDF format.
- Three sets of Technical Specification printed and bound and also in soft copy.
- Three sets of Bill of Quantity and the Cost Estimates printed and also in soft copy.

F. Financial Proposal:

The Financial proposal shall include all the expenses required to carry out the Services as per the Terms of Reference & other relevant clauses in the Contract Agreement. **The firm shall submit Financial Proposal only in the Price Schedule provided in Section V of Phase II: Construction Works.**

G. Evaluation & Comparison of Bids:

- The bids shall be evaluated as per criteria, sub-criteria and the points system specified in the Instructions to Consultants; Data Sheet.
- A bid that does not fulfill the minimum specified qualification and years of experience for the Tier(s) specified for the key personnel shall be rejected before proceeding to Bid evaluation.**
- For uniformity in evaluation for skilled and experienced manpower committed, the following shall apply:
 - The work experiences for the proposed key personnel shall be based on actual experiences gained and not from the date of the graduation.
 - Only those work experience records (in CVs) with supporting documents from its Client/ Employer shall be considered. If necessary, the supporting documents submitted would be further verified by the evaluation committee.

- d) The bids will be evaluated by the **Quality and Cost Based Selection Method**. The two bids i.e., **Phase I: Detail Design Works and Phase II: Construction Works shall be submitted in two separate inner envelopes inside one outer envelope and evaluated separately.**
- e) Consultants are required to make presentations on the evaluation criteria No ii) **“Adequacy of the proposed methodology and work plan in responding to the Terms of Reference”** during the time of bid evaluation to a Technical Committee of the Department. The scores for this criterion shall be awarded by the Technical Committee based on the documents submitted and the presentation therein.
- f) The Phase II bids (i.e., Construction Works) of only those bidders that obtain a minimum score of **75%** in the Phase I bids (i.e., Detail Design Works) shall be opened & evaluated. The Phase II bids of the bidders failing to obtain the above minimum score shall be returned unopened.
- g) The Phase II bids would be opened in the presence of bidders’ representatives who chose to attend after the evaluation of Phase I bids are complete.
- h) The Phase II bids shall be evaluated applying the eligibility criteria, evaluation criteria, sub-criteria and point system specified in Section IV, Evaluation and Qualification Criteria. Each responsive bid shall be given a technical score. The Financial proposal (i.e. Price Schedule) shall be evaluated for any arithmetical errors and for the purpose of comparison, all the cost shall be converted to a single currency i.e. Ngultrum. The Phase II bids whose bid has been determined to be substantially responsive to the bidding documents and who has obtained the highest combined technical and financial score shall be invited for negotiations and subsequent award of work.
- i) The e-tool system shall be used to evaluate the technical capability and capacity of bidders (for Phase II bids) to get the technical score and for next Stage bid evaluation to obtain an overall price preference.
- j) Only those bids that obtain a minimum technical score of 75% in evaluation of Phase I bids and 70% in evaluation of Phase II bids shall qualify for next stage evaluation i.e. financial evaluation including price preference parameters.
- k) For bids scoring a minimum technical score of 70 points **in Phase II**, will then be considered for the second stage of bid evaluation. 30% of 1st stage technical evaluation score shall be carried forward to 2nd stage of evaluation; this score will be combined with their score of financial bids to obtain the overall technical-financial score. The following shall be scoring bearing:
- i. Technical Score = 30%
 - ii. Financial Score = 70%
- l) The work shall be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has obtained the highest obtained highest overall technical & financial score. The overall technical and financial score is obtained by using the following formula for any qualified contractor (A):

Phase II: Construction Works

Description of Work:	Construction of Apron, GSE shed and rehabilitation of Parallel Taxiway
Location:	Paro International Airport, Paro
Project Duration:	16 months

A) Objectives

The main objectives of the firm during the construction phase are to construct a Apron, GSE Shed and rehabilitation of Parallel Taxiway as per the approved structural design and drawings, technical specification and the contract agreement.

B) Scope of Works:

The following are the scope of works:

- a) Execute construction works including its approaches and as per approved architectural design and drawings, structural design and drawings, technical specifications and the Contract Agreement.
- b) Deploy adequate resources – materials, machineries and man-power at sites as per the Contract Agreement.
- c) Prepare and submit Resource Based Work Plan, Quality Assurance Plan and Work Methodology.
- d) Carry out all the field and laboratory tests for all works.
- e) Carry out construction works as per approved Environment Management Plan and the Environment Clearance.
- f) Carry out presentations and submit progress reports based on the approved work plan.
- g) Final pavement evaluation of apron and the existing airfield facilities.

C) Key Personnel:

The firm shall engage the following key personnel apart from other support staff to carry out the construction works.

- 1) **Project Manager**
- 2) **Project Engineer**
- 3) **Laboratory Technician**

The key personnel shall meet the following minimum eligibility requirements: -

- a) **Project Manager** - Diploma in Civil Engineering with 10 years of work experience and having Minimum 5 years' experience in Bituminous work in Airport.
- b) **Project Engineer** - Diploma in Civil Engineering with 10 years of work experience and having Minimum 7 years' experience in Bituminous work in Road.
- c) **Laboratory Technician** - Class XII (Passed) with 4 years of experience in Construction works.

I. A bid that does not fulfill the minimum experience for the Tier(s) specified for the key personnel shall be rejected before proceeding to Bid Evaluation

II. For uniformity in evaluation for skilled and experienced manpower committed, the following shall apply:

- a) The work experiences for the proposed key personnel shall be based on actual experiences gained and not from the date of the graduation.
- b) Only those work experience records (in CVs) with supporting documents from its Client/ Employer shall be considered. If necessary, the supporting documents submitted would be further verified by the evaluation committee.

D) Reports & Documents:

The firm shall submit as-built drawings within one month of completion of construction works.

E) Financial Proposal:

The firm should quote the rate for the tentative items and its quantity provided in the Price Schedule for construction of apron, GSE Shed and rehabilitation of parallel taxiway. However the quantity may vary after the detailed design. The Financial proposal in the Price Schedule shall include all the expenses required to carry out apron, GSE Shed and rehabilitation of parallel taxiway construction works as per the Terms of Reference, OHS & other relevant clauses in the Contract Agreement.

Although the total contract duration is more than 12 months, the Contract is not subject to price adjustment as it is a lump sum contract.

F) Evaluation & Comparison of Bids:

- a) For uniformity in evaluation for skilled and experienced manpower committed, the following shall apply:
 - i) The work experiences for the proposed key personnel shall be based on actual experiences gained and not from the date of the graduation.
 - ii) Only those work experience records (in CVs) with supporting documents from its Client/ Employer shall be considered. If necessary, the supporting documents submitted would be further verified by the evaluation committee.
- b) The bids will be evaluated by the **Quality and Cost Based Selection Method**. The two bid documents **i.e., Phase I: Detail Design Works and Phase II: Construction Works** shall be submitted in two separate inner envelopes inside one outer envelope and evaluated separately.
- c) The Phase I bids shall be evaluated as per criteria, sub-criteria and the points system specified in the Instructions to Consultants; Data Sheet.
- d) Consultants are required to make presentation on the evaluation criteria No
 - i) **"Adequacy of the proposed methodology and work plan in responding to the Terms of Reference"** during the time of bid evaluation to a Technical Committee of the Department. The scores for this criterion shall be awarded by the Technical Committee based on the documents submitted and the presentation therein.
- e) The Phase II bids (i.e., Construction Works) of only those bidders that obtain a minimum score of **75%** in the Phase I bids (i.e., Detail Design Works) shall be opened & evaluated. The Phase II bids of the bidders failing to obtain the above minimum score shall be returned unopened.
- f) The Phase II bids would be opened in the presence of bidders' representatives who chose to attend after the evaluation of Phase I bids are complete.

- g) The Phase II bids shall be evaluated applying the eligibility criteria, evaluation criteria, sub-criteria and point system specified in Section IV, Evaluation and Qualification Criteria. Each responsive bid shall be given a technical score. The Financial proposal (i.e., Price Schedule) shall be evaluated for any arithmetical errors and for the purpose of comparison, all the cost shall be converted to a single currency i.e., Ngultrum.
- h) The e-tool system shall be used to evaluate the technical capability and capacity of bidders (for Phase II bids) to get the technical score and for next Stage bid evaluation to obtain an overall price preference.
- i) Only those bids that obtain a minimum technical score of 75% in evaluation of Phase I bids and 70% in evaluation of Phase II bids shall qualify for next stage evaluation i.e., financial evaluation.
- j) For bids scoring a minimum technical score of 70 points in Phase II, will then be considered for the second stage of bid evaluation. 30% of 1st state technical evaluation score shall be carried forward to 2nd stage of evaluation; this score will be combined with their score of financial bids to obtain the overall technical-financial score. The following shall be the score bearings:
- k) The work will be awarded to the bidder who has obtained the highest overall technical & financial score. The overall technical and financial score is obtained by using the following formula for any qualified contractor (A):

$$70\% \times \frac{(\text{Lowest quoted bid among qualifying bids})}{\text{Financial bid quoted by A}} + 30\% \text{ of technical score of A}$$

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): **None** [list country/countries RGoB prohibits commercial relations *or* state “none”]

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

SECTION 7: STANDARD FORMS OF CONTRACT

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

Contract for Consulting Services

(Lump-Sum)

between

**[Aerodrome Planning and Maintenance Division, Department of Air
Transport, MoIT]**

and

[name of the Consultant]

Dated:

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PREFACE

1. This standard Contract for Consulting Services has been prepared in line with the RGoB 2009 Procurement Rules and Regulations and is to be used by implementing agencies (referred to hereafter as Procuring Agencies) when they hire a consulting firm (referred to hereinafter as the Consultant) to provide services paid for on a lump-sum basis.

The Contract includes four parts:

- (i) Form of Contract
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) 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 (as per ToR) _____Not used
 - Appendix B: Reporting Requirements _____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 & Facilities Provided by the Procuring Agency Not used
 - Appendix G: Form of Advance Payment Guarantee _____Not used

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

- a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- b) The Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

etc

II. General Conditions of Contract

1. General Provisions

1.1. Definitions

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

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

- (p) **Procuring Agency:** RGoB agency with which the selected Consultant signs the Contract for Services.
- (q) **Reimbursable Expenses:** All assignment-related costs other than Consultant's remuneration.
- (r) **SC:** The Special Conditions of Contract by which the GC may be amended or supplemented.
- (s) **Services:** The work to be performed by the Consultant pursuant to this Contract, as described in Appendix 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	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. 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"** 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"** means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) **"collusive practice"** means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) **"obstructive practice"** means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under Clause GC 3.8 (b)

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

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

1.9.3. Commissions and fees

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

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agencies 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 Agencies legitimate interests in any dealings with Sub- Consultants or third Parties.

3.2. Conflict of Interest

The Consultant shall hold the Procuring Agencies 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	<p>The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (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	<ul style="list-style-type: none"> (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.
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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	<p>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</p> <p>(a) or (b), as the case may be.</p>
5.3. Services, Facilities and Property	<p>(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.</p> <p>(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.</p>

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	<p>(a) The price payable in foreign currency/currencies is set forth in the SC.</p> <p>(b) The price payable in local currency is set forth in the SC.</p>
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 Clauss	Amendments of, supplements to, Clauses in the General Conditions of Contract
1.3	The language is: English
1.4	<p>The addresses are:</p> <p>Procuring Agency: Department of Air Transport, MoIT, Paro</p> <p>Attention: Chief Aerodrome Officer, APMD</p> <p>Facsimile: (+975)08271750 / 17846082</p> <p>e-mail: tgveltshen@doat.gov.bt</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>e-mail: _____</p>
{1.6}	<p>{The Member in Charge is <i>[insert name of the 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: Chief Aerodrome Officer, APMD</p> <p>For the Consultant: _____</p>
1.8	Taxes & duties shall be levied as per Government Rules & Regulations in force. The same shall be deducted from the Lump sum amount payable to the Consultant.
2.2	The number of days shall be seven (07) days .
2.3	The time period shall be four (04) months for Phase I Detail Design Works .
{3.7(b)}	The Consultant shall not use these documents and software for purposes unrelated to this Contract without a prior written approval from the Procuring Agency.
4.3	<p>{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.3.}</p> <p>Note: If there is no such manager, delete this Clause SC 4.6.</p>
{5.1}	Not Applicable
6.2(a)	The amount in foreign currency or currencies is: Not Applicable
6.2(b)	The amount is Ngultrum is: [insert amount]
6.4	<p>The accounts are:</p> <p>For foreign currency or currencies: Not applicable</p> <p>For Ngultrum: [insert account]: _____</p> <p>Payments shall be made according to the following schedule as per the rate quoted for</p>

	<p>Phase I: Detail Design Works:</p> <ul style="list-style-type: none"> i. Twenty (20) Percent of the lump-sum amount shall be paid upon submission and acceptance of the Inception Report. ii. Thirty-five (35) Percent of the lump-sum amount shall be paid upon submission and acceptance of the Draft Final Report. iii. Forty-five (45) Percent of the lump-sum amount shall be paid upon approval of the Final report. iv. From the interim payments specified above, 5% (five percent) shall be deducted as retention money. The retention money would be released only after whole construction work is completed. However, retention money may be refunded upon submission of an unconditional bank guarantee.
6.5	The interest rate is: Applicable as per the GCC Clause 44.2 of the Phase II of Standard Bidding Document.
8.2	<p>Dispute Resolution:</p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof shall be resolved as follows:</p> <ul style="list-style-type: none"> 1. The parties shall attempt to reach an amicable settlement. 2. If the parties fail to resolve amicably, it shall be resolved through; <ul style="list-style-type: none"> a. Arbitration in accordance with the rules and procedures of the Bhutan Alternative Dispute Resolution Centre (BADRC), Thimphu, if only agreed by both the parties. b. If any party disagrees to resolve through BADRC, the dispute shall be settled through the Royal Court of Justice of Bhutan. The parties to this Contract shall file the case to the Royal Court of Justice of Bhutan located in the jurisdiction of the place where the work is executed.

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:

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.

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

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

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