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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

SERVICES

Drukair
Royal Bhutan Airlines
A dd company

Designing for G+2 Building construction

TENDER NO: DA/PRO-002-2026/463, DATED 27 August 2026.

TABLE OF CONTENTS

SECTION I. NOTICE INVITING TENDER	4
SECTION II – INSTRUCTION TO CONSULTANTS (ITC)	5
SECTION III - DATA SHEET	14
SECTION IV: PROPOSAL FORMS	16
FORM TECH - 1: Technical Proposal Submission Form	17
FORM TECH – 2: Consultant's Information and Experience	19
A - Consultant's Information	19
B - Consultant's Experience	20
FORM TECH-3: Description of the Approach, Methodology and Work Plan	21
FORM TECH – 4: Curriculum Vitae (CV) of Proposed Staffs.	22
FORM TECH – 5: Work Schedule	24
FORM TECH – 6: Drawings/Specifications (If applicable)	26
FORM TECH – 7: Declaration confirming the absence of any Conflict of Interest	27
FORM TECH – 8: Proposal Security (Bank Guarantee)	28
FORM FIN – 1: Financial Proposal Submission Form	29
FORM FIN – 2: Summary of Costs	30
SECTION V- CONTRACT FORMS	36
APPENDICES	39
SECTION VI – TERMS & CONDITIONS	43
SECTION VII – PERFORMANCE EVALUATION SYSTEM	46

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SECTION I. NOTICE INVITING TENDER

Drukair Corporation Limited,
Head Office, Paro
Procurement & Materials Management Section

NOTICE INVITING TENDERS

Designing for G+2 Building Construction

NIT No: DALPRO/002-2026/463 Date: 27 August 2026.

1.0 Procurement & Material Management Section,Finance & Corporate Services Division, Drukair Corporation Limited, Paro, The company invites sealed Bids from eligible Consultants for procurement of designing for G+2 building construction as per the Terms of Reference mentioned hereinafter.

2.0 Scope of Service: Designing for G+2 Building Construction.

3.0 Detailed scope of services and terms and conditions are given in the RfP, which are available at the address given below as per the following schedule:

NIT No	:	.....
Availability of RfP date & time	:	From 27 August 2026 to 18 September 2026 on all working days
Proposal receipt date & time	:	Up to 18 September 2026 by 1200 hours
Pre-bid meeting (if any)	:	No.
Opening date & time	:	18 September 2026 at Drukair Corporation Limited, head office Paro.
RfP shall be available at	:	www.drukair.com.bt

4.0 Proposals shall be submitted at the address given below and shall be opened in the presence of Consultant's representatives who choose to attend.

5.0 All Proposals must be accompanied by Proposal security for an amount of Nu.100,000/- [One hundred thousand only) and shall remain valid till 18 September 2026.

6.0 The company reserves the right to accept or reject any Proposal partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no Consultant/ intending Consultant shall have any claim arising out of such action of the company.

7.0 Address for submission

Manager,
Procurement and Material Management Section,
Drukair Corporation Limited,
Head Office, Paro.
Contact no 17492172, e-mail: sdawa72@drukair.com.bt

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SECTION II – INSTRUCTION TO CONSULTANTS (ITC)

1. Definitions

a) **Company:** The DHI and/or its Companies applying this Manual.

b) **Consultant:** The term Consultant includes but is not limited to international and national consulting firms, engineering firms, constructions firms, management firms, procurement agents, inspection agents, auditors, investment & merchant bankers, Government agencies, multinational organizations, credit rating agencies, universities, research institutions and individuals who help in a wide range of activities such as policy advice, institutional reforms, management, engineering services, construction supervision, financial services, procurement services, social and environmental studies, and identification, preparation and implementation of projects.

c) **Consultancy Services:** Covers a range of services that are of an advisory or professional nature and are provided by Consultants. These Services typically involve providing expert or strategic advice e.g., management consultants, policy consultants or communications consultants. Advisory and project related Consulting Services include, for example: feasibility studies, project management, engineering services, finance and accounting services, training and development.

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

e) **Notice Inviting Proposals:** A document published or notified by the Companies, which informs the potential consultants that it intends to procure Services. The term "Notice Inviting Tender (NIT)" and "Notice Inviting Quotation (NIQ)" are synonymous.

f) **Letter of Invitation (LoI):** A letter sent to a firm/shortlisted firms stating the intention of the company to enter into a contract to procure Services and inviting them to submit a proposal for such Services in case of a Limited Tendering/Enquiry or Direct Contracting.

g) **Proposal:** The Technical Proposal and/or the Financial Proposal submitted by the consultants. The term "tender", "bid" is synonymous with the term "Proposal".

h) **Request for Proposal (RfP):** A document sent to the consultants inviting them to submit a proposal for the assignment, and that has in it (a) Letter of Invitation, (b) Instruction to Consultants, (c) the Terms of Reference, and (d) the proposed contract.

i) **Services:** The work to be performed by the Consultant pursuant to the Contract.

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

k) **Terms of Reference (TOR):** The document included in the RFP which defines the objectives, goals, scope of work, activities, tasks, responsibilities of the Company and the Consultant, required deliverables of the assignment, as well as background information (including a list of existing relevant studies and basic data) to facilitate the Consultants' preparation of their proposals.

2. Introduction

2.1 The company will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for Consulting Services required for the assignment named in the Data Sheet. A Consultant shall submit only one proposal against each tender.

2.3 Consultants should familiarize themselves with local conditions and take these into account in preparing their Proposals, if necessary.

3. Conflict of Interest

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

4. Fraud and Corruption

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

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

iii. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" means:

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under sub-paragraph (d) below of this paragraph.

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b. will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

c. will sanction a Consultant or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;

d. will have the right to require that a provision be included in Requests for Proposals and in contracts financed by the RGoB, requiring Consultants and their Sub-Consultants to permit the Procuring Agency, any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their submission of proposals and contract performance, and to have them audited by auditors appointed by the Procuring Agency; and

e. will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action as per the statutes and provisions of the relevant agency.

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

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

5. Proposal validity

5.1 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. The Company will make its best efforts to complete negotiations within this period.

5.2 Should the need arise; however, the Company may request Consultants in writing to extend the validity period of their proposals. Consultants who do not agree have the right to refuse to extend the validity of their Proposals, without forfeiture of their Bid Security.

6. Eligibility of Consultants

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

7. Exclusion of Consultant or Sub-Consultants

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

a. it is insolvent or is in receivership or is a bankrupt or is in the process of being wound up, or has entered into an arrangement with creditors; or

b. its affairs are being administered by a court, judicial officer or by an appointed liquidator; or

c. it has suspended business, or is in any analogous situation arising from similar procedures under the laws and regulations of its country of establishment; or

d. it has been found guilty of professional misconduct by a recognized tribunal or professional body or

e. it has not fulfilled its obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which it is established or of the Kingdom of Bhutan; or

f. it is or has been guilty of serious misrepresentation in supplying information in its tender or in the prior process leading to it being classified as a shortlisted Consultant; or

g. it has been convicted for fraud and/or corruption by a competent authority; or

h. it has not fulfilled any of its contractual obligations with the Company in the past; or

i. he has been debarred from participation in public procurement by any competent authority as per law.

8. Clarifications and Amendments

8.1 Consultants may request a clarification of any part of the RFP document up to the number of days indicated in the Data Sheet.

8.2 Should the Company deem it necessary to amend the RFP as a result of a clarification, it shall do so at any time before the submission of Proposals the Company may amend the RFP by issuing an addendum in writing. The addendum shall be uploaded in the relevant website.

8.3 A pre-proposal meeting will be conducted, only, if necessary, as mentioned in the Data Sheet.

9. Proposal Security

9.1 The Consultant shall furnish, as part of its Proposal, a Proposal Security in original form, denominated in the currency and in the amount and validity specified in the Data Sheet.

9.2 The Proposal Security shall:

a) at the Consultant's option, be in any of the following forms:

i. a Cash Warrant; or
ii. a Demand Draft; or
iii. Banker's Cheque/Cash order; or
iv. a Bank Guarantee as per Form TECH 8 of Section IV

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b) be issued by a financial institution of Bhutan or any foreign bank acceptable and enforceable in any financial institution of Bhutan; shall remain valid till the date specified in the Data Sheet.

9.3 Any Proposal not accompanied by adequate Proposal Security and validity shall be rejected by the Company as non-responsive. No interest shall be paid by the Company on the Proposal Security.

9.4 The Proposal Security shall be forfeited:

a) if a Consultant withdraws its Proposal as a whole or in part during the period of Proposal validity; or

b) if the selected Consultant fails to sign the Contract.

10. Preparation of Proposals

10.1 **Technical Proposal Format and Content**

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

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

10.2 **Financial Proposals**

10.2.1 The Financial Proposal shall be prepared using the attached Financial Standard Forms (Section 4). All activities and items described in the Technical Proposal must be priced separately. Activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

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

1. Taxes

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

2. Sealing & Submission of Proposals

12.1 An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

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

3. Withdrawal and Substitution of Proposals

13.1 A Consultant may withdraw or substitute its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney).

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13.2 Proposals requested to be withdrawn in accordance with ITC Clause 13.1 above, shall be returned unopened to the Consultants.

13.3 No Proposal may be withdrawn or substituted in the interval between the deadline for submission of Proposals and the expiry of the Proposal validity.

4. Opening of Proposals

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

11. Evaluation to be Confidential

15.1 After the opening of Proposals, information concerning the Proposal documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Proposal Evaluation Committee. The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the RGoB's anticorruption policy.

12. Evaluation of Technical Proposal

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

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

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

17.1 After the technical evaluation is completed, the Company shall inform all the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals. The Company shall simultaneously notify, in writing, those Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals.

17.2 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The following information shall be read out and recorded:

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

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

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5. Correction of errors

18.1 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of any discrepancy between a partial amount and the total amount, or between words and figures, the formers shall prevail. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal:

a. if the Time-Based form of Contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, and

b. if the Lump-Sum form of Contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

6. Combined Quality and Cost Evaluation

19.1 In the case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in the Data Sheet. The firm achieving the highest combined Technical and Financial score will be invited for negotiation.

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

14. Negotiations

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

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

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

7. Company's Right to Accept any Proposal and to Reject Any or All Proposals

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

8. Notification of Award (NoA)

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

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

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

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

9. Performance Security

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

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

10. Signing of Contract

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

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

a. The Company shall send to the selected Consultant two original copies of (1) the full agreed Contract and (2) the NoA, each signed by the its duly authorized representative together with the date of signature;

b. The NoA notification shall indicate the deadline by which it must be accepted;

c. The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the NoA and return one copy of each to the Company before the expiry of the deadline;

d. In case the selected Consultant fails to submit the above-mentioned Performance Security or sign the Contract within the deadline specified, the Contract shall be awarded to the next lowest evaluated Consultant. Such a failure shall be considered as "withdrawal" and the provisions of Proposal security shall apply.

11. Debriefing by the Company

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

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

25.3 The company shall discuss only such proposal and not the proposal of other consultants. The debriefing shall not include:

a. point-by-point comparisons with another proposal; and
b. information that is confidential or commercially sensitive to other Consultants.

25.4 The Purpose of debriefing is to inform the aggrieved consultant of the reasons for lack of success, pointing out the specific shortcomings in its proposal without disclosing contents of other proposals.

12. Performance Evaluation of Consultant

26.1 A consultant performance evaluation is a standardized, systematic and objective assessment of a consultant's performance on a specific project contract.

26.2 The performance evaluation criteria shall be used by each Project Manager/Site Engineer immediately with the commissioning of any services after the award of contract. The contractors shall be evaluated as the work progresses.

26.3 The Performance Evaluation System for Consultants is at SECTION VIII of this RfP.

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SECTION III - DATA SHEET

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

ITC Clause Reference	Details
2.1	Name of the Company: Drukair Corporation Limited, **Head Office, Paro**
	Method of Selection: **Open tender**
2.2	Financial Proposal to be submitted together with Technical Proposal: **Yes:**
	The Name of the Assignment is: **Designing for G+2 Residential Building and Development of Car parking for the capacity of 10-12 cars.**
	The Scope of the assignment and expected time of its completion are:.....
3.1	The Company envisages the need for continuity for downstream work: Yes: <if yes, outline in the TOR the scope, nature, and timing of future work> No: _____
5.1	Proposals must remain valid for: 60 days._after the submission date 18 September 2026.
8.1	Clarifications may be requested not later than: five days before the submission date
	The address for requesting clarification is **Manager, Procurement & Material Management, Drukair Corporation Limited, Head Office, Paro,** **Email: sdawa72@drukair.com.bt.**
8.3	A pre-proposal meeting will be/will not be conducted. If conducted, it will take place on: <*Insert date and time*>at <*insert place*> *NA.*
9.1 & 9.2	The Proposal Security amounting to 100,000/-and should be valid till **17 November 2026.**
10.1.1	The documents to be submitted along with the Proposals are: *As mentioned, the tender documents.*
10.2.2	Consultant to state local cost in Ngultrum: **Yes:**
11.1	Information on the taxes in Bhutan can be found from the Department of Revenue and Customs, Ministry of Finance, Bhutan.
12.2	The Proposal submission address is: **Sangay Dawa** **Manager, Procurement & Material Management Section** **Drukair Corporation Limited** **Paro** **Email: sdawa72@drukair.com.bt**

DRUKAIR CORPORATION LTD. PARO

12.2	Proposals must be submitted no later than the following date and time: 18 September 2026 at 1200 hours
14.1	The Proposals will be opened on 18 September 2026 at 1200 hours in Drukair conference hall, head office, Paro.
16.1	The proposal will be evaluated as per evaluation criteria in the tender documents of the Company.
16.1	Minimum score required to qualify through the technical proposal is: NA.
19.1	The formula for determining the financial scores is the following: [Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. [*or insert another inversely proportional formula*] The weights given to the Technical and Financial Proposals are: T =0.7 (70%) P = 0.3 (30%)
20.1	Expected date to start contract negotiations: During evaluation period.
22.3	Expected date for commencement of consulting services: Within 7 days from the date of signing the contract.
24.1	Expected date for signing the contract after the award of Notification of Award: *5 days.*

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SECTION IV: PROPOSAL FORMS

A. TECHNICAL PROPOSAL FORMS

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

Checklist

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

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

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FORM TECH - 1: Technical Proposal Submission Form

<Ref. No.><Date>

To:
Manager, Procurement & Material Management Section
Drukair Corporation Limited
Paro

Dear Sir,

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

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

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

We hereby declare that:

a) This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

b) We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the Bidding Data Sheet.

c) We have no conflict of interest in accordance with ITB Sub-clause 3.1

d) Our firm, its affiliates or subsidiaries including any subconsultants for any part of the Contract has not been declared ineligible under the laws or official regulations of Bhutan, in accordance with ITB Sub-clause 6.1. and other relevant clauses.

e) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

** If none, please state none*

f) Our duly executed Integrity Pact Statement is attached herewith.

g) We accept the vendor performance management system.

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

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

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

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

We remain,

Yours sincerely,
Authorized Signature [*In full and initials*]:
Name and Title of Signatory:
Name of Firm:
Address:

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FORM TECH – 2: Consultant's Information and Experience
{may not be required for STP}

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

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

1.	Consultants Legal Name:
2.	Business registration number in case of Domestic Bidder *(Also attach the photocopy of the certificate)*
3.	Certificate of Incorporation:
4.	Year of Registration:
5.	Legal Address in Country of Registration:
6.	Principal Place of Business
7.	A certificate from Chartered Accountant regarding majority ownership of the company by nationals of Bhutan as on 30 days prior to the bid submission deadline (applicable for Domestic Bidders)
8.	Website Address:
9.	Business Activities:
10.	Authorized Representative Name: Designation: Address: Telephone/Fax numbers: E-mail Address:
11.	Status of the Consultant (check the box as applicable): Bidding Company Agent of the Foreign Consultant

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	Attached are copies of the following original documents: *[check the box(es) of the attached original documents]* Tax Clearance Certificate of Consultant named in 1 or 2 above (applicable for Bhutanese Bidders) Certificate of Incorporation or Registration of Consultant named in 1 or 2 above Any other certificate to support the legal entity of the Consultant named in 1 or 2 above

Sealed and Signed:

B - Consultant's Experience

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

Firm's Name:

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

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FORM TECH-3: Description of the Approach, Methodology and Work Plan
(For performing the Assignment)

{For small or very simple assignments, the Company should omit the following text in Italic}

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

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

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

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

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

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FORM TECH – 4: Curriculum Vitae (CV) of Proposed Staffs.

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

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

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

4. Date of Birth: _____ Nationality: _____

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

6.Membership of Professional Associations: _____

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

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

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

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

From *[Year]*_____: To *[Year]*: _____
Employer: _____
Positions held: _____

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

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	Year: _____ Location: _____ Company: _____ Main Project Features: _____ Positions Held: _____ Activities performed: _____

13. Certification:

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

_____Date:

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

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FORM TECH – 5: Work Schedule

Sl. No	ACTIVITIES[1]	MONTHS[2]						
		1	2	3	4	5	6	7
1.	STUDY PHASE							
1.1	Conceptual Design							
1.2	Design Criteria							
1.3	Architectural Aspects							
1.4	Structural Aspects							
1.5	Electro-mechanic Equipment							
1.6	Construction Technique							
1.7	Preliminary Cost Estimate							
1.8	Interim Report							
1.9	Delivery and Approval of Interim Report							
2	DESIGN PHASE							
2.1	Civil Works							
2.2	Electro-mechanic Equipment							
2.3	Technical Specifications							
2.4	Tender Drawings							
2.5	Detail Cost Estimate							
2.6	Final Report							
2.7	Delivery of the Contract Design							

No Activity | Activity | Phase

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

FORM TECH – 6: Drawings/Specifications (If applicable)

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



FORM TECH – 7: Declaration confirming the absence of any Conflict of Interest

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

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

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

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

Sealed and Signed

[1]Close relative is defined as immediate family which includes, brother, sister, and own children



FORM TECH – 8: Proposal Security (Bank Guarantee)

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

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

Tender No. .....
Beneficiary: ..... [Name and Address of Purchaser]

Date: _

BANK GUARANTEE No.: _____

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

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

or

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

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

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

B. FINANCIAL PROPOSAL FORMS

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

FORM FIN – 1: Financial Proposal Submission Form

[<*Ref. No*>< *Date*>]

To: [*Name and address of Company]*

Dear Sirs,

We, the undersigned, offer to provide the Consulting Services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[2]]. This amount is exclusive of local taxes, which shall be identified during negotiations and added to the above amount.

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

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

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

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

[2] Amounts must coincide with the ones indicated under total Cost of Financial Proposal in Form FIN-2

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

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Address:

FORM FIN – 2: Summary of Costs

Activities	Costs			
	[Indicate Currency]			
Total Costs of each activity**				

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

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

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FORM FIN-3: Breakdown of Costs by Activity

Group of Activities (Phase)* _____ _____	**Description**** _____ _____			
Cost Component	**Costs**			
	[Indicate Foreign Currency			*Indicate Local Currency]*
Remuneration				
Reimbursable Expenses				
Taxes				
Subtotals				



Form FIN-3 shall be filled in at least for the whole assignment activity wise. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill in a **separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.*

*** Names of activities (phase) should be the same as, or correspond to, the ones indicated in the second column of Form TECH-8.*

FORM FIN – 4: Breakdown of Remuneration

{This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP for each activity separate form has to be prepared and submitted}

Group of Activities (Phase):_____							
Name	**Position**	**Staff-month Rate**	**Input** (Staff-months)	[*Indicate Foreign Currency*			[*Indicate Local Currency*]
Foreign Staff							
		[*Home*]					
		[*Field*]					
Local Staff (to be given only in local currency							
		[*Home*]					
		[*Field*]					
			Total Costs*				

- Total cost for each activity should equal to the total cost of remuneration as shown for that activity in form FIN 3

{***This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP***. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Company}

Name	Position	Staff-month Rate
Foreign Staff		
		[*Home*] [*Field*]
Local Staff		
		[*Home*] [*Field*]


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FORM FIN – 5: Breakdown of Reimbursable Expenses

{*This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP*}

Group of Activities (Phase):_____

N°	**Description** *[The company to insert the items of reimbursable expenses sought to be reimbursed]*	**Unit**	**Unit Cost**	**Quantity**	[*Indicate Foreign Currency*			[*Indicate Local Currency*]
Total Costs*								

*The total costs in this format for each activity should be equal to the total expenses for such activity shown in form FIN 3

{***This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP***. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Company}

No	Description	Unit	Unit Cost

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SECTION V- CONTRACT FORMS

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

Form – I: Notification of Award

To
[Name and Address of the Consultant]

Dear Sir/Madam,

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

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

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

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

Please acknowledge receipt.

Yours faithfully,

Signature

[Name and title of signatory]
[Address]

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Form – II: Contract Agreement

[*All notes should be deleted in final text*]

This CONTRACT (hereinafter called the "contract") is made the [*day*] day of the month of [*month*],[*year*], between, on the one hand, [*name of client*] (hereinafter called the "client") and, on the other hand, [*name of consultant*] (hereinafter called the "consultant").

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

WHEREAS

(a) the client has requested the consultant to provide certain consulting services as defined in this contract (hereinafter called the "services");

(b) the consultant, having represented to the client that it has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

   [*Appendix A: Description of Services*
   Appendix B: Reporting Requirements
   Appendix C: Personnel Schedule

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

   (a) the consultant shall carry out the services in accordance with the provisions of the contract;
   (b) the client shall make payments to the consultant in accordance with the provisions of the contract;
   (c) Subject to subclause (d) hereunder, and notwithstanding any other provisions of this contract, payments under this contract shall not exceed [*amount*] in foreign

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currency/currencies, and [*amount*] in local currency. Except as otherwise agreed between the client and the consultant:

(i) Foreign currency payments to the consultant hereunder will be made in [*currency*];

(ii) Local currency payments to the consultant hereunder will be made in [*currency*].

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

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

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

_____

[*Authorized Representative*]

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

_____

[*Authorized Representative*]

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

For and on behalf of the consultant

[*name of Joint Venture Partner*]

_____

[*Authorized Representative*]

[*name of Joint Venture Partner*]

_____

[*Authorized Representative*]

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APPENDICES

(i) APPENDIX A – DESCRIPTION OF SERVICES

Note:

- ***For Time-Based Contracts***: *This Appendix will include the final Terms of Reference agreed by the Company and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the Company, etc.*

- ***For Lump-Sum Contracts***: *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 Company, etc.*

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(ii) APPENDIX B – REPORTING REQUIREMENTS

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

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(iii) APPENDIX C – KEY PERSONNEL AND SUB-CONSULTANTS

(i) For Time-Based Contracts

Note: *List under:*

C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Bhutan, and staff-months for each*

C-2 *Same information as C-1 for Key Local Personnel*

C-3 *Same as C-1 for Key Personnel to be assigned to work outside Bhutan*

C-4 *List of approved Sub-Consultants (if already available). Same information with respect to their Personnel as in C-1 through C-3.*

List here the hours of work for Key Personnel; travel time to and from Bhutan for Foreign Personnel;

(ii) For Lump-Sum Contracts

Note: *List under:*

C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in Bhutan, and estimated staff-months for each.*

C-2 *Same information as C-1 for Key Local Personnel*

C-3 *Same as C-1 for Key Personnel to be assigned to work outside Bhutan*

C-4 *List of approved Sub-Consultants (if already available). Same information with respect to their Personnel as in C-1 through C-3.*

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(iv) **Appendix G – Form of Performance Security**

To

_____

_____

_____

Whereas (Name of the Consultant) herein after called the "Consultant" has undertaken _____ _____(Name of works) in pursuance of Contract No. _____dated.....herein after called the "Contract".

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

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

The guarantee is valid until _____Day of_____

[NAME OF GUARANTOR]

_____
(Signature)

_____
(Name)

_____

Authorized Representative

Date: _____

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Address:_____

SECTION VI – TERMS & CONDITIONS

1. Services

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

1.2 The Consultant shall submit to the Procuring Agency the reports in the form and within the time periods specified in Appendix B: Reporting Requirements.

1.3 The Consultant shall provide the personnel listed in Appendix C: Key Personnel and Sub-Consultant's, to perform the Services.

2. Law Governing Contract and Language

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

3. Conflict of Interest

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

4. Completion Time

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

13. Liquidity Damages

5.1 The Consultant shall be liable to pay liquidated damages to the Client at the rate [*insert 0.05% to 0.3%*] of the Contract Price per day for each day delay later than the "Completion Time" above, up to a to maximum of 10% of the Contract Price.

14. Performance Security

6.1 The Consultant shall, within fifteen (15) working days of the notification of award, provide a Performance Security for the due performance of the Contract [*insert the amount equivalent to 10% of the contract value*].

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

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

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

15. **Payment**

7.1 Ceiling

7.1.1 For Services rendered pursuant to Appendix A, the Procuring Agency shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

7.2 Schedule of Payments

7.2.1 The schedule of payments is as specified below:

a) [insert amount and currency] upon the Procuring Agency's receipt of a copy of this Contract signed by the Consultant;

b) [insert amount and currency] upon the Procuring Agency's receipt of the draft report, acceptable to the Procuring Agency; and

c) [insert amount and currency] upon the Procuring Agency's receipt of the final report, acceptable to the Procuring Agency.

7.3 Payment Conditions

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

16. **Project Administration**

8.1 Coordinator

8.1.1 The Procuring Agency designates Mr./Ms. [insert name] as the Procuring Agency's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Procuring Agency and for receiving and approving invoices for the payment.

8.2 Reports.

8.2.1 The reports listed in Appendix B, shall be submitted in the course of the assignment, and will constitute the basis for the payments.

17. **Performance Standards**

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

18. **Confidentiality**

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

19. **Termination of Contract for failure to become effective**

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

20. **Ownership of Material**

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

21. **Modifications or Variation**

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

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

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

23. **Liability of the Consultant**

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

24. **Insurance**

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

25. **Assignment**

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

26. **Dispute Resolution**

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

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SECTION VII – PERFORMANCE EVALUATION SYSTEM

1. Introduction

A consultant performance evaluation is a standardized, systematic and objective assessment of a consultant's performance on a specific project contract. This enables the Company to judge whether the consultant has performed the work to a high standard on a number of fronts, and whether it is worth engaging them for future projects.

The performance evaluation criteria shall be used by each Project Manager immediately with the commissioning of any services after the award of contract. The consultants shall be evaluated as the project progresses.

2. Objectives

The main objectives of the performance evaluation of Consultants for services are as follows:

- To adopt a more holistic approach in reviewing overall performance of Consultant;
- To work with Consultant to raise safety and quality standards;
- To encourage an environment of continuous improvement by Consultant;
- To build partnership with Consultant in specific and strategic areas; and
- To have a list of preferred Consultant to be selected for limited bidding process.

3. Performance Evaluation System (PES)

The assessment of the Consultants shall be done as follows:

SN	Performance Criteria	Weightage
3.1	Scope Management	15%
3.2	Time Management	20%
3.3	Quality Management	30%
3.4	General Assessment	35%
Total		**100%**

3.1 Scope Management (15%)

SN	Evaluation Criteria	Score	Key performance measure	Remarks
3.1.1	Commencement	5%	✓ Early= 120%	As per the contract

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			✓ On time=100% ✓ Late=0%	agreement
3.1.2	Work Schedule	5%	On time =100% or else 0%	As per contract agreement
3.1.3	Resource deployment	5%	Full deployment = 100% or else 0%	As per contract agreement

3.2 Time Management (20%)

SN	Evaluation Criteria	Scor	Key performance measurement	Remarks
3.2.1	Meeting Milestones/ Deliverables	5%	✓ On time = 100% ✓ Delay up to 20% = 80% ✓ Beyond 20% = 0%	To be measured as per the work schedule submitted.
3.2.2	Submission of revised work schedules	5%	Timely= 100% or else 0%	To be measured based on the written request made by the Project Manager
3.2.3	Timely response to Client's instruction	5%	✓ 100% response = 100%. ✓ 80% response = 80%. ✓ Less than 80% response = 0%	Calculation will be based on the number of requests made by the Project Manager/Project Engineer.
3.2.4	Problem identification and problem solving	5%	Timely intimation = 100 % or 0%	Timely intimation resulting in resolving of problems during the contract period.

3.3 Quality Management (30%)

SN	Evaluation Criteria	Scor	Key performance measurement	Remarks
3.3.1	Compliance to TOR	10%	✓ Strict adherence =100% ✓ With minor deviations= 80% ✓ Frequent non-compliance= 0%	✓ Minor deviations would mean deviations which does not lead to major issues to the project. ✓ Frequent non-compliance would mean non-compliance leading to delays.
3.3.2	Response to Non-Compliance, Complaints and	10%	✓ 100% response = 100%. ✓ 80% response = 80%. ✓ Less than 80% response	Calculation will be based on the number of requests made by the Project

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	Notices		= 0%	Manager.
3.3.3	Innovation and alternate option/ design solution during the course of work.	5%	✓ Yes = 100% ✓ No=0%	
3.3.4	Overall quality of the design, reports and presentation	10%	✓ Excellent = 100% ✓ Good with comments =50% ✓ Poor or rejected = 0%	

3.4 General Assessment (35%)

SN	Evaluation Criteria	Scor	Key performance measurement	Remarks
3.5.1	Cooperation and Coordination with Employer	4%	✓ Excellent = 100% ✓ Good = 50% ✓ Poor = 0%	To be rated on the promptness of the Contractor on resolution of any issue and on following the guidelines set in the Contract Document. Also, on the communication, returning of phone calls or replying of emails.
3.5.2	Personnel Resource Management	5%	Availability of proposed professional = 100% or else 0%	As per the staffing schedule submitted and agreed between both the parties.
3.5.3	Technical Competence	10%	✓ Excellent (resolves issues by themselves) = 100% ✓ Good (with discussion with Client) = 50% ✓ Poor (solutions given by the Client) = 0%	The ability of the consultant to resolve an issue and notifying the Client on the same.
3.5.4	Integrity and Ethical Conduct	4%	Zero written complaints = 100% or else 0%	
3.5.5	Accurate communication	4%	✓ Excellent=100% ✓ Good= 80% ✓ Poor = 0%	An excellent communication would mean returning calls and emails before the day ends.
3.5.6	Trainings and back up services	4%	Survey to be conducted = 100% or else 0%	
3.5.7	Problem Resolution	4%	✓ Excellent= 100% ✓ Good (needs to be prompted twice) =	An excellent Consultant would mean being proactive and providing problem resolution

			50% ✓ Poor (always needs to prompted) =0	without the need of being prompted.

4. Consultant Assessment Category

The Consultants shall be categorized into three categories as under:

Category	Score	Remarks
A	80-100	Recommended/Preferred Consultants
B	50-79	✓ Consultants must be developed; ✓ Consider, but with mandatory debriefing on the short comings.
C	0-49	Consultants not qualified

5. Evaluation Period and Debarment

5.1 Evaluation period

The Performance evaluation shall be carried out after the award of any service till its closure.

5.2 Debarment of Consultants

Based on the assessment of consultants at the closure of each project, all non-performing Consultants shall be referred to the Debarment Committee as per the Debarment Rules 2019 of RGoB. The non-performing Consultants falling under category B and C shall be subjected to referral to the Debarment Committee and the decision of the Committee shall be final and binding.

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