



# **ELECTRICITY REGULATORY AUTHORITY (ERA)**

**REQUEST FOR PROPOSAL OF CONSULTANCY SERVICES**

A handwritten signature in blue ink, appearing to read 'Shreechandra', is positioned above the official title.

**Chief**  
**Administration and Accounts Division**  
**Electricity Regulatory Authority**  
**Thimphu**

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**SECTION I: REQUEST FOR PROPOSAL****REQUEST FOR PROPOSAL**

The Electricity Regulatory Authority (ERA) would like to invite proposal to provide consultancy service for the Development of the Human Resources Development Master Plan 2025-2030 and ERA Service Rules and Regulation.

The Proposal should be submitted on or before the **24<sup>th</sup> October 2024** at 09:30 hours and the technical proposal will be open on the same day at 10:30 hours.

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

- Section I- Request for Proposal (RFP)
- Section II- Instruction to Consultants
- Section III- Technical Proposal -Standard Forms
- Section IV- Financial Proposal-Standard Forms
- Section V- Terms of Reference
- Section VI- Standard Forms of Contract

For details, contact the Chief, Administration & Accounts Division at 02-337067 during office hour.



**Chief, Administration & Accounts Division**

**SECTION II: INSTRUCTION TO CONSULTANTS****Definitions**

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



- o) **Services:** The work to be performed by the Consultant pursuant to the Contract.
- p) **Sub-Consultant:** Any person or entity to whom/which the Consultant subcontracts any part of the Services.
- q) **Terms of Reference (TOR):** The document included in the RFP as Section V 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. Procuring Agency

The Electricity Regulatory Authority (ERA) (hereinafter referred to as "the Procuring Agency") wishes to receive the Expression of Interest for the following assignment:

- a) Development of Human Resource Development (HRD) Master Plan 2025-2030; and
- b) Development of ERA Service Rules and Regulation;

### 1.2. Method of selection

The evaluation of the proposal shall be carried as per the Quality and Cost Based Selection (QCBS) method: first the quality, and then the cost. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. The financial proposal shall be opened only thereafter. The evaluation shall be carried out in full conformity with the provision of the Request for Proposal (RFP).

### 1.3. Submission of the Technical and Financial Proposal

The Technical and Financial proposal shall be submitted at the same time. No amendments to the technical or financial proposal shall be accepted after the deadline. To safeguard the integrity of the process, the technical and financial proposal shall be submitted in separate sealed envelopes. The technical envelopes shall be opened immediately by the committee of officials after the closing time for submission of proposals. The financial proposal shall remain sealed until they are opened publicly. Any proposal received after the closing time for submission of proposals shall be returned unopened.

### 1.4. Scope and duration of the assignment

The consultant selected for this assignment will develop the Human Resource Development Master Plan 2025-2030 and ERA Service Rules and Regulations which is specified in the Terms of Reference (ToR) and the consultant shall undertake and deliver the assignment within the four months (1<sup>st</sup> November 2024 - 28<sup>th</sup> February 2025) or from the date of award.

- 1.5. The Consultant shall bear all the 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 the Contract award, without thereby incurring liability to the Consultants.

## 2. Conflict of Interest

- 2.1 The Procuring Agency requires that Consultants to provide professional, objective and impartial advice, and at all times hold the Procuring Agency's interest paramount, strictly avoid conflicts with other assignments or your 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 the project, and any of its affiliates, shall be disqualified from providing Consulting Services.
  - 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 conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
  - c) **Conflicting Relationships:**
    - i. A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that has a business relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Agency throughout the selection process and the execution of the Contract.
    - ii. A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that employs or otherwise engages a spouse, dependent or close relative of a public servant of the RGoB who either is employed by the Procuring Agency or has an authority over it also shall not be eligible to be awarded a Contract. For the purposes of this sub-paragraph, a close relative is defined as an immediate family which includes a father, mother, brother, sister, spouse and own children.
- 2.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of the Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 2.3 When the Consultant nominates any present or previous government employee as Personnel in its Technical Proposal, such Personnel must have written certification from the Royal Civil Service Commission of Bhutan or their employer confirming that:
- a) They are not current employees of the Government, and
  - b) They are on leave without pay from their official position, and
  - c) They are allowed to work full-time outside of their previous official position.
- Such certification(s) shall be provided to the Procuring Agency by the Consultant as part of its Technical Proposal.

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

### 3 Fraud and Corruption

- 3.1 It is RGoB policy to require that Consultants, their Sub-Consultants and their Personnel observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, the RGoB:
- 3.1.1 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:
    - a) 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
    - b) 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 4.1.4.
- 3.1.2 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;
- 3.1.3 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;
- 3.1.4 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 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;

- 3.1.5 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
- 3.1.6 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 Origin of Consulting Services**

- 4.1 Consulting Services provided under the Contract may originate within the country.

#### **5 Proposal Validity**

- 5.1 Proposals must remain valid for 60 days 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 the extension of validity of the Proposal, Consultants could submit new staff in a 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.

#### **6 Eligibility of Consultants**

- 6.1 The Procuring Agency permits national consultants (individuals and firms) to offer consulting services for this project.
- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants (declared or not), and their employees meet the eligibility requirements as established by the RGoB in the Applicable Regulations.

#### **7 Exclusion of Consultants or Sub-Consultants**

- 7.1 A Consultant and any Sub-consultant shall not be permitted to submit a proposal or to be awarded a Contract under any of the following circumstances:
  - a) it is insolvent or is in receivership or is 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 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 ERA in the past; or
  - i) he/she has been debarred from participation in public procurement by any competent authority as per law.

## **8 Contents, Clarification and Amendment of the RFP Document**

### **8.1 The RFP document comprises:**

- a) Section I – Request for Proposal
- b) Section II - Instructions to Consultants
- c) Section III- Standard Form of Technical Proposal
- d) Section IV – Standard Forms of Financial Proposal
- e) Section V - Terms of Reference
- f) Section VI - Standard Forms of Contract

### **8.2 Clarification of Proposal**

The Consultant requiring any further information or clarification of the Proposal shall notify the Procuring Agency in writing email to [era@era.gov.bt](mailto:era@era.gov.bt) any request for information or clarification on the Proposal, which it receives no later than three (3) days before the deadline for the submission of the proposal. The Procuring Agency's response (including an explanation of the query) will be sent in writing to all the Consultants who have collected the request for proposal. 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 clause 8.4.

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

### **8.4 Amendment of Proposal**

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 Consultants who collected the Proposal 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.

## **9 Preparation of Proposals**

- 9.1 The Proposal, as well as all related correspondence exchanged by the Consultant and the ERA, shall be written in the language specified in clause 10.

- 9.2 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in the rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Consultants must pay particular attention to the following:
- a) If a 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 another consultant. A Consultant must first obtain the approval of the Procuring Agency if it wishes to enter into a joint venture/consortium/association with another consultant. In the case of a joint venture/consortium/association with others, the main 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 for executing the assignment shall be shown.
  - c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

#### 10 Language of Proposal

- 10.1 The Consultant shall submit the Proposal in English. The Contract to be signed with the winning Consultant shall be in English, which shall be the language that shall govern the contractual relations between the ERA and the winning Consultant. The Consultant shall not sign versions of the Contract in different languages in addition to the language used in its proposal.

#### 11 Technical Proposal Format and Content

- 11.1 The proposal shall require the following forms and Contract terms as prescribed in the RFP including:
- a) **1<sup>st</sup> Inner Envelope with the Technical Proposal:**
    - i. Power of Attorney to sign the Proposal
    - ii. TECH-1
    - iii. TECH-2
    - iv. TECH-3
    - v. TECH-4
    - vi. TECH-5
    - vii. TECH-6
  - b) **2<sup>nd</sup> Inner Envelope with the Financial Proposal:**
    - i. FIN-1
    - ii. FIN-2
- 11.2 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).

- 11.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of the RFP and shall comprise the documents listed in clause 11.1 (a). The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 11.4 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

## 12 Financial Proposals

- 12.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section IV 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 as mention below, and (c) Local taxes.

- i. A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside Bhutan, for the purposes of the Services;
- ii. Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;
- iii. Cost of office accommodation, investigations and surveys;
- iv. Cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;
- v. Cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Services;
- vi. Cost of printing and dispatching of the reports to be produced for the Services;
- vii. Other allowances where applicable and provisional or fixed sums (if any); and
- viii. Cost of such further items required for purposes of the Services not covered in the foregoing.

## 12.2 Currencies

The consultant shall quote the prices in Ngultrum (Nu) and payment shall be made only in Ngultrum.

## 13 Taxes

- 13.1 The consultant, sub-consultant and Experts shall be responsible for meeting all the tax liabilities arising out of the Contract. Payment of such indirect taxes, duties, fees and other impositions levied under the applicable Laws of Bhutan as are specified under the Special Contract (SC), the amount of which is deemed to have been included in the Contract Price.

## 14 Scaling & Submission of Proposals

- 14.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. The person who signed the Proposal must initial such corrections. Submission letters for the Technical and Financial Proposals shall respectively be in the format of TECH-1 of Section III, and FIN-1 of Section IV.



- 14.2 An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals along with the company seal. 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".
- 14.3 The Consultant shall submit two Technical Proposals marked as "Original" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in clause 14.6. 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.
- 14.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope marked "**Technical Proposal**". Similarly, the original Financial Proposal shall be placed in a sealed envelope 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 marked "**CONFIDENTIAL- Do not open, except in the presence of the appointed opening official(s), 24<sup>th</sup> October 2024 before 10:30 hours.**" 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.
- 14.5 All inner envelopes shall:
- Be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant;
  - Be marked "ORIGINAL" or "COPIES"; and
  - Indicate the name and address of the Consultant to enable the Proposal to be returned unopened in case it is declared late pursuant to clause 17.6.
- 14.6 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 addresses bellow and received by the Procuring Agency no later than **the 24<sup>th</sup> October 2024 on or before 9:30 Hours**, or any extension to this date under clause 8.4. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened:
- Be addressed to the ERA at the following address:  
**The Chief Executive Officer  
Electricity Regulatory Authority  
Thimphu: Bhutan**
  - Bear the words (Proposal for the Development of ERA HRD Master Plan 2025-2030 and Development Service Rules and Regulation and the words "**DO NOT OPEN BEFORE 10:30 hours of 24<sup>th</sup> October 2024**".



**15 Withdrawal and Substitution of Proposals**

- 15.1 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) in accordance with clause 14.2. Any substitution of a Proposal must accompany the respective written substitution notice. All notices must be:
- Submitted in accordance with clause 14 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be marked "Withdrawal" or "substitution" and
  - Received by the Procuring Agency before the deadline prescribed for submission of Proposals, in accordance with clause 14.6.
- 15.2 Proposals requested to be withdrawn in accordance with the above clauses shall be returned unopened to the Consultants.
- 15.3 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.

**16 Opening of Technical Proposals**

- 16.1 Immediately after the closing date and time for submission of Proposals any envelopes marked "Withdrawal" and accompanied by a properly authorized withdrawal notice shall be put aside, and stored safely and securely ready for return to the Consultant.
- 16.2 The Procuring Agency then shall open all remaining Technical Proposals, including any substitutions accompanied by a properly authorized substitution notice. The Financial Proposals shall remain sealed and securely stored.

**17 Evaluation to be Confidential**

- 17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Consultant to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for the Award of Contract may result in the rejection of the Consultant's Proposal.
- 17.2 After the opening of Proposals, information concerning the Proposal documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Proposal Evaluation Committee.
- 17.3 The evaluation proceedings shall be kept confidential at all times until the award of the Contract is announced.
- 17.4 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**18 Evaluation of Technical Proposals**

- 18.1 The Evaluation Committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and points system specified in clause 18.2. 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 clause 18.2.

18.2 The technical proposal shall be evaluated out of 100 points and the following are the criteria, sub-criteria and points system for the evaluation of the Technical Proposal. The Consultant should score minimum of 70 percent to be shortlisted for the proposal:

- i) Specific experience of the Consultant relevant to the assignment (10 points)
- ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference (50 points).
  - a) Technical approach and methodology (20)
  - b) Work plan (20)
  - c) Organization and staffing (10)
- iii) Key professional staff qualifications and competence for the assignment (30 points).
  - a) Team Leader
  - b) Key expert
  - c) *[Insert position or discipline as appropriate]*
  - d) *[Insert position or discipline as appropriate]*
  - e) *[Insert position or discipline as appropriate]*

The Number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1. General Qualification (30%)
2. Adequacy for the assignment (50%)
3. Experience in region and language (10%).

- iv) Suitability of the transfer of knowledge (training) program (10 points).
  - a) Relevance of the training program
  - b) Training approach and methodology
  - c) Qualifications of experts and trainers

## 19 Public Opening of Financial Proposals

19.1 After the technical evaluation is completed, the Procuring Agency shall inform the Consultants who have submitted proposals of 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.

19.2 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 were awarded to the Technical Proposal; and
  - c) The total price of the Financial Proposal.
- 19.3 The Procuring Agency shall prepare a record of the opening of the Financial Proposals, which shall include the information disclosed to those present in accordance with clause 19.2. 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.
- 19.4 The Consultants' representatives who are present shall be requested to sign the record. The omission of a representative's signature on the record shall not invalidate the contents and effect of the record.

## 20 Combined Quality and Cost Evaluation

- 20.1 In the case of QCBS, the lowest evaluated Financial Proposal ( $F_m$ ) will be given the maximum financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other Financial Proposals will be computed as indicated in clause 23.2. Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) 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 23.2:  $S = S_t \times T\% + S_f \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 20.2 The formula for determining the financial scores is the following:
- a)  $S_f = 100 \times F_m/F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  is the price of the proposal under consideration.
  - b) The weights given to the Technical and Financial Proposals are: 70:30 ( $T = 0.7$ ,  $P = 0.3$ )

## 21 Negotiations

- 21.1 Date and the time for the Negotiations will be inform to the consultant after completing the evaluation procedure. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm the 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.



**22 Technical Negotiations**

- 22.1 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 the Contract. The Procuring Agency and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. 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.

**23 Availability of Professional Staff/Experts**

- 23.1 Having selected the Consultant based on, among other things, an evaluation of the proposed Professional staff, the Procuring Agency expects to negotiate a Contract based on the Professional staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the Professional staff will 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.

**24 Conclusion of the Negotiations**

- 24.1 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.

**25 Right to Accept or Reject Any or All Proposal**

- 25.1 The ERA reserves the right to accept or reject any Proposal and to annul the Request for Proposals process and reject all Proposals at any time before Contract award, without thereby incurring any liability to consultants.

**26 Letter of Intent to Award/Award of Contract**

- 26.1 The ERA shall notify the concerned Consultant whose proposal has been selected in writing (as per the format in Section IV-hereafter called the Letter of Intent to award) that the Procuring Agency has the 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.



- 26.2 If no consultants submit any complaint pursuant to ITC 27 within ten (10) days of the notice provided under ITC 27.1, after completing negotiations the Procuring Agency shall award the Contract to the selected Consultant, and:
- As soon as possible notify unsuccessful Consultants, and
  - Publish a notification of the award on the Procuring Agency's website.
- 26.3 The notifications to all unsuccessful Consultants, and the notification on the Procuring Agency's website, shall include the following information:
- The assignment reference number;
  - The name of the winning Consultant and the total price offered in the Financial Proposal; and
  - The date of the award decision.
- 26.4 The Procuring Agency will notify the unsuccessful Consultant and publish the notification of the award on the website within fifteen (15) days from the date of the decision to award the Contract to the successful Consultant.
- 26.5 Following the decision to award the Contract to the selected Consultant, the parties shall enter into a written Contract binding on both parties. The Contract shall be compatible with the Applicable Laws of Bhutan. The Contract shall be signed by the duly authorized representatives of the parties and shall bear the date of signature.
- 26.6 Where both the parties do not sign the Contract simultaneously,
- 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;
  - 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;
  - The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the letter of acceptance and return one copy of each to the Procuring Agency before the expiry of the deadline indicated in the letter of acceptance;
  - In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Contract shall be awarded to the next lowest evaluated Consultant. Such a failure shall be considered as withdrawal and the provisions of Clause 15.3 shall apply.
  - The Consultant is expected to commence the assignment from 1<sup>st</sup> November 2024.

## 27 Complaint and Review

- 27.1 Any consultant has the right to complain if it has or is likely to suffer, loss or injury due to a 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 the letter of intent to award. In the first instance, the consultant who submits the Proposal shall submit the complaint to the Employer.



- 27.2 The Head of the Procuring Agency shall within seven (7) days after the submission of the complaint issue a written decision.
- 27.3 The consultant may appeal to the Independent Review Body within five (5) days of the decision of the Head of the Procuring Agency or where no such decision has been taken within fifteen (15) days of the original complaint and the copy of the appeal shall be given to the Procuring Agency on the same day.
- 27.4 Once the appeal copy is received by the Procuring Agency, it shall not proceed further with the procurement process until the receipt of notification from the Independent Review Body Secretariat.

### **28 Debriefing by the ERA**

- 28.1 On the receipt of the employer's notification of intention to award referred to in ITC 25, 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.
- 28.2 Where a request for debriefing is received within the deadline, the employer shall provide the debriefing within five (5) working days.
- 28.3 The employer shall discuss only such proposals and not the proposals 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.
- 28.4 The Purpose of debriefing is to inform the aggrieved consultant of the reasons for the lack of success, pointing out the specific shortcomings in its proposal without disclosing the contents of other proposals.



**SECTION III: STNADRD FORM OF TECHNICAL PROPOSAL****I Technical Proposal Submission Form (TECH-1)**

The Chief Executive Officer  
Electricity Regulatory Authority  
Langjophakha, Thimphu

Date:

Dear Sir/Madam,

We, the undersigned, offer to provide consulting services for the **Development of Human Resource Development Master Plan 2025-2030 and Development ERA Service Rules and Regulation** in accordance with your Request for Proposals (RFP) vide letter No. .... dated..... "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 for a joint venture with: *{Insert a list with full name and the legal address of each member, and indicate the lead member}*. We have attached a copy *{insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"}* signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the ITC 7.1.
- c) We have no conflict of interest in accordance with ITC 2.
- d) We meet the eligibility requirements as stated in ITC 8, and we confirm our understanding of our obligation to abide by the RGoB's policy in regard to Fraud and Corruption as per ITC 4.
- e) We, including any sub-consultants for any part of the Contract, have nationalities from eligible countries in accordance with ITC Sub-Clause 5.1;
- f) Except as stated in clause 23, 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 23, may lead to the termination of Contract negotiations.
- g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations. We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 29.6 9 (e).



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

Yours sincerely,

Authorized Signature: \_\_\_\_\_

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

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

In the capacity of: \_\_\_\_\_

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

Contact information (phone and e-mail): \_\_\_\_\_

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

A handwritten signature in blue ink, consisting of stylized initials and a long horizontal stroke extending to the right.

## 2 Consultant's Organization and Experience Form (TECH-2)

A brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in the 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 an organizational chart, a list of the Board of Directors, and beneficial ownership.

### B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last five years.
2. 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 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 ERA.

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 }

**3 FORM TECH-3****Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client**

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 ERA, including administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

*(Improvements to the Terms of Reference, if any)*

A handwritten signature in blue ink, appearing to be 'R. G.', with a diagonal line through it, located on the right side of the page.

#### 4 Form TECH-4

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

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 and Methodology
- b) Work Plan
- c) Organization and Staffing

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

b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the ERA), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and your ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

## 5 Form TECH-5

## Work Schedule and planning for deliverables

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

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

**CURRICULUM VITAE (CV)**

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

**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.}*

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

Name of Expert

Signature

Date

Name of authorized

Signature

Date

Representative of the Consultant

*(the same who signs the Proposal)*


**6 FORM TECH-6****INTEGRITY PACT INTEGRITY PACT****1. General**

Whereas the Head of the ERA Royal Government of Bhutan, hereinafter referred to as the "Employer" on one part, and (Consultant name) hereinafter referred to as the "Bidder" on the other part hereby shall execute this pact as follows:

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

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

**2. Objectives**

This IP aims to prevent all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the bidding process 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 to secure the contract by assuring them that their competitors will also refrain from bribing and other corrupt practices.

**3. Scope**

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

**4. Commitments of the Employer**

The Employer commits itself to the following:

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

**5. Commitments of Bidders**

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

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

**6. Sanctions**

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

**7. Monitoring and Administration**

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

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

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

EMPLOYER  
CID No.

BIDDER REPRESENTATIVE  
CID No.

**SECTION IV: STANDARD FORMS OF FINANCIAL PROPOSAL**

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

The Chief Executive Officer  
Electricity Regulatory Authority  
Langjophakha, Thimphu

Date:

Dear Sir/Madam,

We, the undersigned, offer to provide consulting services for the Development of HRD Master Plan 2025-20230 and the Development of ERA Service Rules and Regulation in accordance with your Request for Proposal vide letter No.....dated.....and our Technical Proposal.

Our attached Financial Proposal is for the sum of amount(s)..... (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, ITC 5.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to the 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.

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)*

**2 Form FIN-2 Summary of Costs**

<b>Item</b>	<b>Cost: Must state the proposed Costs in accordance with ITC 12.2</b>
<b>Cost of the Financial Proposal</b>	
Including:	
1. <b>Remuneration</b>	
2. <b>Reimbursables</b>	
3. <b>Taxes</b>	
<b>Total Cost of the Financial Proposal:</b> <i>{Should match the amount in Form FIN-1}</i>	

*Payments will be made in the currency (ies) expressed above (Reference to ITC 12.2).*

## SECTION V: TERMS OF REFERENCE

### 1 Background

The Electricity Regulatory Authority, formerly known as the Bhutan Electricity Authority, was established in 2002 under Section 7 of the Electricity Act of Bhutan 2001 as a Division under the Department of Energy, Ministry of Trade and Industry. The Electricity Regulatory Authority (ERA) was delinked from the Bhutan Civil Service in 2010 and granted autonomy to function as per the provisions of the Electricity Act 2001.

To manage the diverse roles and responsibilities and carry out the mandates of the Electricity Act 2001, the ERA Secretariat has five divisions such as i) Tariff Division, ii) Licensing and Technical Division, iii) Monitoring Division, iv) Policy, Research & Communication Division; and v) Administration and Accounts Division.

Hence, the role of the ERA Secretariat is increasing, and knowledge and skills for emerging needs have also increased proportionately. It is therefore, vital to ensure that all the employees of the ERA are well trained, and upgraded their qualifications and skills through both the long-term and short-term trainings to enable them to cope with the technology change and deliver services effectively.

In the absence of a Human Resource Development Master Plan, the capacity-building efforts at the ERA Secretariat have been primarily reactive, aimed at meeting the immediate needs of the Secretariat rather than following a structured, long-term strategy. This ad-hoc approach has left a significant gap in strategic human resource planning and development. Furthermore, a considerable number of past employees, who had undergone extensive training, had resigned from the ERA. This attrition has resulted in a substantial loss of institutional knowledge and expertise. Currently, 50% of the ERA workforce consists of newly recruited employees who have been with the Secretariat for only about one year. These new recruits, despite their potential, face significant challenges in delivering their mandates effectively due to their limited experience. The lack of a comprehensive Human Resource Development Master Plan has compounded these challenges, as there is no systematic framework to guide their professional growth and integration into the Secretariat.

The pressing need for a structured development plan is evident as it would provide a roadmap for building the competencies and skills of the workforce in a consistent and sustained manner. Such a plan would ensure that capacity-building initiatives are aligned with ERA's long-term strategic goals and operational needs, thus enhancing the overall effectiveness and efficiency of the Secretariat. Moreover, it would help in retaining talent by providing clear career progression pathways and continuous professional development opportunities.

In light of these challenges, it is imperative for ERA to prioritize the development and implementation of a Human Resource Development Master Plan. This plan should focus on creating a robust training and development program that addresses both the immediate and future needs of the Secretariat. It should also incorporate mechanisms for knowledge transfer and retention to mitigate the impact of employee turnover. By investing in a comprehensive HR development strategy, ERA can build a resilient and capable workforce.

Human Resources plays a key role in attaining an organization's mission and any agency presents the management with a strategy to meet a goal. The Electricity Regulatory Authority



intends to have a proper and realistic HR Master Plan for the institution (ERA's HRD Master Plan 2025-2030).

The plan intends to link the employee management to the Secretariat's mission, vision, goals and objectives, as well as its strategic plan and budgetary resources. Its key goal is to get the right number of people with the right skills, experience and competencies in the right job.

## **2 Objective**

### **2.1 Development of HRD Master Plan 2025-2030**

- a) The objectives of this assignment are to develop the ERA Human Resource Development (HRD) Master Plan 2025-2030 which will be used as a guide for HR functions, including job design, recruitment, performance management, promotion, succession planning, and training need assessment.
- b) Develop the Training Need Assessment (TNA) document by identifying gaps issues and areas of improvement in the existing HR policies, practices, procedures, and framework.
- c) Set required HR programs for the Secretariat and draw up HR plans and programs for different divisions.
- d) Develop relevant capacity-building strategies and activities with indicative budgets and time frames (five years of implementation).

### **2.2 Development ERA of Service Rules and Regulations**

- a) To Develop comprehensive Service Rules and Regulations. This development of new service rules aims to address any gaps or ambiguities in the existing rules, enhance clarity, and ensure that the regulations support the efficient functioning of the Secretariat.
- b) To undertake a comprehensive organization development exercise that evaluates the current structure, processes, and functions of ERA. This exercise will identify areas for improvement and recommend necessary changes to optimize organizational performance, enhance operational efficiency, and ensure that ERA is well-equipped to meet its strategic objectives.
- c) To create detailed and accurate job descriptions for each position within ERA. These job descriptions will clearly outline the roles, responsibilities, required qualifications, and expected competencies for each position, ensuring that employees have a clear understanding of their duties and expectations.
- d) The development of a Performance Management System (PMS) will focus on integrating more dynamic and data-driven performance metrics, enhancing the feedback mechanisms, and fostering a culture of continuous improvement. By incorporating regular goal-setting and real-time feedback, the revised system aims to empower employees to achieve higher levels of efficiency and innovation. The update will also include tailored development plans and a more robust recognition program, ensuring that employees are motivated and equipped skills and knowledge.



### 3 Scope of the work

The consultant selected for this assignment will carry out the following activities:

#### 1.1 Develop the ERA HRD Master Plan 2025-2030 which will include the following:

- a) A consultant will Conduct a Training Need Assessment (TNA) through a review of existing HR documentation including policies, procedures, and Organizational Structure.
- b) Engage with key stakeholders, including Commission and Management, HR personnel, Division heads, and Senior Management, through interviews, focus groups, or surveys to gather insights into HR challenges and priorities.
- c) Make a comparison among workforce demographics, best practices, trends, and performance metrics to inform HR strategy formulation.
- d) Develop a comprehensive HR Master plan with actionable strategies, initiatives, and timelines.

#### 1.2 Development of Service Rules and Regulations which will include the following:

- a) Carry Out the OD Exercise for the Development of Organization Structure: Focuses on evaluating and redesigning the organizational structure to align with strategic goals and improve efficiency.
- b) Identify the gaps and challenges for the existing Service Rules and Regulations. Involves diagnosing the current rules' shortcomings and challenges to ensure that the revisions address existing deficiencies and align with operational needs.
- c) Engage with key stakeholders, including Commission and Management, HR personnel and Division heads. Involves consultation with essential stakeholders to gather input, align with strategic goals, and address practical considerations in the revision process.
- d) Conduct internal consultations. Gathers broad-based feedback from employees to ensure that the revised rules meet their needs, address potential concerns, and foster acceptance.
- e) Refer to international and in-country Service Rules and Regulations.

### 4 Deliverables, Timeframe, and Payment Schedule



HRD Master Plan		Time Frame	Revision of Service Rules and regulations	Time Frame	Payment Schedule
1.	Prepare and present an inception report outlining the proposal methodology and timeline/ Develop and present a detailed methodology and work Plan 1.1 Approval of inception report	07/11/2024	a) Inception report i. Approval of the inception report	7/11/2024	15%
2.	Conduct a Training Need Assessment (TNA) to identify the current training requirement gap and analyse the existing training requirement done by the relevant authorities. 2.1 Conduct meetings and internal consultations with the ERA Secretariat 2.2 Submit and present the Training Need Assessment Report to ERA Secretariat 2.3 Submit and presents TNA report to the Commission	As and when required	b) Conduct OD exercises to develop the organizational structure i. Conduct internal consultation and meetings with ERA ii. Submit and present the OD Report to ERA iii. Submit and present the OD Report to the commission	As and when required	
3	First draft of HRD master plan 3.1 Prepare and present the first draft of the HRD Master plan to the ERA Secretariat. 3.2 Submit and present the first draft HRD Master Plan to the commission	22/01/2025	c) First draft of the Service Rules and regulation i. Present first draft SRR to the ERA Secretariat ii. Present first draft SRR to the Commission	22/01/2025	30%
4	Submission of final draft ERA HRD Master Plan 2024-2025 4.1 Presentation of final draft HRD Master Plan to ERA Secretariat 4.2 Presentation of final draft HRD Master Plan to Commission	15/02/2025	d) Final draft submission i. Submission and presentation of Final draft of SRR to the ERA Secretariat ii. Submission and presentation of Final draft of SRR to the Commission	15/02/2025	30%
		20/02/2025		20/02/2025	

5	Final HRD Master Plan Submission and presentation to the Commission	28/02/2025	e) Approval of SRR by the Commission	28/02/2025	25%
	Approval of HRD Master Plan by the Commission	31/03/2025	Approval of SRR by the Commission	30/04/2025	FOR ERA

## 5 Expected Output

5.1 The consultant shall hand over a fully developed ERA Human Resource Development Master plan with the inclusion of all the features listed under the scope of the work which shall also include the following:

- a) Review of HR requirements in terms of specialization, subject matter, and capacities. The review should cover approved staffing, existing, and additional requirements and draw up final staffing recommendations that will contribute to achieving the objectives of the Secretariat.
- b) The HR review should also cover the gap analysis for the Division and programs in consultation with the Head of the Division. It should capture the attrition for the next 5 years at the specialist and professional & management levels and provide succession planning recommendations.
- c) Draw up succession planning (career progression plan) from the existing and future requirements in specific Superstructure Group (SSG) and Major Occupational Group (MoG). The analysis should cover the current position gap within the board-banded Position within the Same SSG and MoG.
- d) Conduct competency requirement analysis (draw competency requirement framework for different positions in different MoG for specific divisions. The competency analysis should provide the recommendation on qualification requirements on the number of Diploma, Bachelor's and Master's for all the line divisions.

## 5.2 Expected Outcome for the Development of Service Rules and Regulation

- a) A detailed Organizational Development (OD) exercise will be completed, resulting in a comprehensive report that evaluates the current organizational structure, identifies areas for improvement, and recommends adjustments. This report will provide a clear understanding of how the existing structure impacts efficiency and effectiveness and will guide the restructuring process to better align with strategic objectives.
- b) Clear and detailed job descriptions will be created for all positions within the organization. These descriptions will outline the responsibilities, qualifications, and expectations for each role, ensuring that all positions are defined with precision. This will help in clarifying roles and responsibilities, improving performance management, and supporting recruitment and training efforts.
- c) A complete and updated position directory will be developed, which will include an organizational chart and a list of all roles and reporting lines within the Secretariat. This directory will serve as a reference for understanding the hierarchy and relationships between different positions, facilitating better communication and coordination within the organization.
- d) A revised and comprehensive set of Service Rules and Regulations will be developed, incorporating best practices and compliance with both international and local standards. The new SRR will address identified gaps and challenges, providing clear guidelines on policies, procedures, and expectations. This comprehensive



document will be designed to enhance operational efficiency and support a positive organizational culture.

#### 6 **Methodology**

The consultant during the submission of an RFP must indicate the proposed methodology to Develop the Human Resource Master Plan 2025-2030 and ERA Service Rules and Regulations. The consultant should also mention the time frame of the activity from the award of the engagement. All mobilization and preparation time should be included within the time frame proposed.

#### 7 **Reporting and coordination**

- a) The consultant shall report directly to the Chief of Administration and Accounts Division, ERA and liaise closely until such time that the final document is submitted and accepted by the Commission of ERA.
- b) The consultant shall lead, facilitate and initiate all discussions related to the assignment with the stakeholders.

#### 8 **Duration of assignment/Timeline**

The consultant shall undertake and deliver the assignment within 4 months from the date of award. The consultant should provide a detailed timeline outlining key milestones and deliverable dates.

#### 9 **Minimum Qualification and Experience Required for the Consultant**

##### 5.3 **Minimum Qualification Requirements:**

- a) **Experience:** The Consultant must have demonstrated experience in the development of an HRD Master Plan and the development of service rules and regulations. This should include substantial involvement in projects that encompass the comprehensive development of HR strategies and policies.
- b) **Academic Qualification:** A Master's degree in HR Management or a closely related field is required to ensure a high level of expertise and understanding of HR principles and practices.
- c) **Project Details:** The Consultant should provide details of at least three projects that are similar, showcasing experience in developing HR Master Plans or revising service rules and regulations. This should include project scope, outcomes, and references.
- d) **Consulting Experience:** A minimum of 5 years of working experience as a consultant is required to ensure that the Consultant has a solid background and proven track record in managing and delivering similar projects.

##### 5.4 **Special Skills, Experience, and Other Qualifications**

- a) **Proven Experience:** The Consultant should have a proven experience record in handling assignments of a similar nature, demonstrating successful outcomes and client satisfaction.
- b) **In-Depth Knowledge:** The Consultant must possess in-depth knowledge of HR best practices, labour laws, and regulations to ensure that the revised rules and plans are compliant and up-to-date.

- c) **Relevant Academic Qualification:** In addition to the Master's degree, qualifications in organizational development or related fields are beneficial to enhance the Consultant's ability to handle complex HR and organizational issues.
- d) **Report Writing Skills:** Excellent report writing skills are required to clearly and concisely document findings, recommendations, and plans, ensuring that all stakeholders can easily understand and act upon the information provided.

**10 Institutional Arrangement**

- a) The consultant will work remotely. The consultant will be required to provide regular updates and attend meetings as and when required by the ERA.
- b) The consultant is expected to use their own computer and other equipment required for the task.

**11 Confidentiality**

The consultant shall treat all information obtained during the consultancy as confidential and shall not disclose it to any third party without prior written consent from the ERA.

**12 The criteria which shall serve as the basis for evaluating offers will be**

The consultant will submit their proposal along with the relevant required documents for evaluation. Evaluation will be done by the Procuring Agency as per the ITC as the end user. Procuring agencies have the right to ask the consultant to present their proposal for any clarification.

**13 Amendment of Terms**

Any changes or modifications of these terms of reference shall be agreed upon in writing by both parties.



**SECTION VI STANDARD FORMS OF CONTRACT**

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

**Contract for Consulting Services (Lump-Sum) between**

**Electricity Regulatory Authority**

**and**

**[name of the Consultant]**

**Dated:**

A handwritten signature in blue ink, consisting of stylized initials and a long horizontal stroke extending to the right.

### 1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the..... day of the month of..... (d/m/y), between, on the one hand, Electricity Regulatory Authority (hereinafter called the "Procuring Agency") and, on the other hand..... (name of Consultant) (hereinafter called the "Consultant").

Electricity Regulatory Authority 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 ERA 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;
2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as outlined 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 the Electricity Regulatory Authority:  
(Authorized Representative)



For and on behalf of *(name of consultant)*:  
*(Authorized Representative)*

*If the consultant consists of more than one entity, all these entities should appear as signatories 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)*



## II. General Conditions of Contract

### 1 General Provisions

#### 1.1 Definitions

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

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

Contract for Services.

- q) Reimbursable Expenses: All assignment-related costs other than Consultant's remuneration.
- r) SC: The Special Conditions of Contract by which the GC may be amended or supplemented.
- s) Services: The work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- t) Sub-Consultant: Any person or entity to whom/which the Consultant subcontracts any part of the Services.
- u) Third Party: Any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-Consultant.

## 1.2 Law Governing the Contract

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

## 1.3 Language

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

## 1.4 Notices

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

## 1.5 Authority of the 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.

## 1.6 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.

## 1.7 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, the amount of which is deemed to have been included in the Contract Price.

## 1.8 Fraud and Corruption

### 1.8.1 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.

### **1.8.2 Measures to be taken**

- a) 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;
- b) 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;
- c) 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.

## **2 Commencement, Completion, Modification and Termination of Contract**

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

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

### **2.3 Expiration of Contract**

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

### **2.4 Modifications or variations**

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

### **2.5 Force Majeure**

#### **2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event that 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 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 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 clause (a) through (f) of this Clause GC. 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 the following clause (a) through (e) 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 is 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 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 a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Sub-consultants or Third Parties.

### 3.2 Conflict of Interest

The Consultant shall hold the Procuring Agency's interest 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 that would conflict with the activities assigned to them under this Contract.

### **3.3 Confidentiality**

Except with the prior written consent of the Procuring Agency, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### **3.4 Insurance to be Taken Out by the Consultant**

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.5 Consultant's Actions Requiring Procuring Agency's Prior Approval**

The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) Appointing such members of the Personnel not listed, and
- c) Any other action that may be specified in the SC.

### **3.6 Reporting Obligations**

- a) The Consultant shall submit to the Procuring Agency the reports and documents specified in the Terms of Reference clause 4 hereto, in the form, in the numbers and within the time set forth.

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

- a) All plans, 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 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 A. The Key Personnel and Sub-Consultants listed by title as well as by name 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.

#### **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 with such assistance and exemptions as are specified in the SC.

##### **5.2 Change in the Applicable Laws of Bhutan Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Laws of Bhutan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

#### **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. Except as provided in Clauses 5.2, 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**

The price shall be payable in local currency is set forth in the SC.

**6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendix B.

**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.

**6.5 Interest on Delayed Payments**

If the Procuring Agency has delayed payments beyond fifteen (15) days after the due date stated in 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 the 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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	This contract shall be executed in English Language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of this contract.
1.4	<p>Any notices, requests or consent required or permitted to be given or made pursuant to this contract shall be in writing and shall be deemed to have been given to the following authorized representative of the party.</p> <p><i>Procuring Agency: Electricity Regulatory Authority Attention: Chief, Administration and Accounts Division E-mail: era@era.gov.bt</i></p> <p>Consultant: .....</p> <p>Attention: .....</p> <p>E-mail: .....</p>
1.6	<p>The Member in Charge is..... <i>[insert name of member]</i></p> <p><i>(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, Clause SC 1.6 should be deleted from the SC).</i></p>
1.7	<p>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 following Authorized Representatives:</p> <p>For the Procuring Agency: <i>Chief, Administration &amp; Accounts Division</i></p> <p>For the Consultant.....</p>
1.8	<p>The Procuring Agency warrants that the Consultant, the Sub-Consultants and the Personnel shall not be exempt from (or that the Procuring Agency shall not pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall not reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Laws of Bhutan, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) Any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Bhutan), in connection with the carrying out of the Services.</p>
2.1	This Contract shall come into force and effect on the date.....

2.2	The Consultant shall begin carrying out the Services not later than the 7 days after the Effective date specified in the 2.1.
2.3	Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of four months period from the Effective Date as is specified in the 2.1.
3.4	No risks and the coverage shall be allowed by the Procuring agency.
3.5 (c)	Any changes related to the contract shall get prior approval from the procuring agency.
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.
6.2(b)	The amount in Ngultrum is .....
6.4	Payments will be made to the account(s) of the Consultant and according to the payment schedule stated in accordance with clause 4 of the Terms of Reference.
6.5	If the Procuring Agency has delayed payments beyond fifteen (15) days after the due date stated in Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate 0.5.
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li>1. Selection of Arbitrators Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>a) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the [name the same appointing authority as in Clause SC 8.2 1.(b)] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</li> </ol> </li> <li>2. Rules of Procedure: Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</li> <li>3. Substitute Arbitrators: If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</li> <li>4. Nationality and Qualifications of Arbitrators: The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home</li> </ol>

country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties] or of Bhutan. For the purposes of this Clause, "home country" means any of:

- (a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or
- (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
- (c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or
- (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.

5. Miscellaneous: In any arbitration proceeding hereunder:

- a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither Bhutan nor the Consultant's country];
- b) the [insert name of language] language shall be the official language for all purposes; and
- c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

For Contracts with Bhutanese Consultants

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



**IV. Appendices****Appendix A - Key Personnel and Sub-Consultants**

*Note: List under:*

*A-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.*

*A-2 Same as A-1 for Key Foreign Personnel to be assigned to work outside Bhutan.*

*A-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in A-1 or A-2.*

*A-4 Same information as A-1 for Key local Personnel.*

**Appendix B - Breakdown of Contract Price in Local Currency**

*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.*

