

**REQUEST FOR PROPOSAL**

**RFP No.: MoESD/DNHRD/TDD/19C1/2022-23/NCS09/**

**Selection of Non-Consulting Services for:  
Critical Skills Training (CST Year 4)**

- Lot 1: Graphic & Design,
- Lot 2: Video Making and Content Creation
- Lot 3- Web Design Using WordPress and Squarespace
- Lot 4- Music Making and Production
- Lot 5-Photography Design and Editing
- Lot 6- Bartending
- Lot 7-Commercial Accounting
- Lot 8- Bakery Confectionary and Barista
- Lot 9- Fast Food Production

**Client: Ministry of Education and Skills Development  
Royal Government of Bhutan**

**Country: Bhutan**

**Project: Skills Training and Education Pathways Upgradation  
(STEP-UP) Project**

**Issued on: 23<sup>rd</sup> March 2023**



## **Preface**

This Request for Proposals (“RFP”) has been prepared by Ministry of Education and Skills Development (MoESD), Royal Government of Bhutan and is based on the Standard Request for Proposals (“SRFP”) issued by the Asian Development Bank (“the Bank”), as amended in December 2021.

The SRFP reflects the structure and the provisions of the Master Procurement Document for Selection of Consultants (“Master Document”) prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the Asian Development Bank have required a change.

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## Section 1. Letter of Invitation

Date: 23<sup>rd</sup> March 2023  
Loan/Grant No. and Title: G-0596, Skills Training and Education Pathways  
Upgradation Project (STEP-UP)  
RFP No: MoESD/DNHRD/TDD/19C1/2022-23/NCS-09  
Location: Thimphu, Bhutan  
Deadline for submission: 25<sup>th</sup> April 2023  
Advance Contracting: No

To

All Eligible Registered Private Training Providers,

Dear Mr./Ms.:

1. The Ministry of Education and Skills Development (MoESD), Royal Government of Bhutan (RGoB) the “Client”) has been allocated grant funds (the “Grant”) from the Asian Development Bank which are administered by the Asian Development Bank (“the Bank”) and executed by the Ministry of Education and Skills Development, Royal Government of Bhutan.

The Client intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued.

Payments by the Bank will be made only at the request of the Ministry of Education and Skills Development, Royal Government of Bhutan and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the grant agreement. The grant agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations<sup>1</sup>. No party other than the Ministry of Education and Skills Development, Royal Government of Bhutan shall derive any rights from the grant agreement or have any claims to the proceeds of the grant.

The Client now invites proposals to provide the following non-consulting services (hereinafter called “Services”): **Lot 1: Graphic & Design, Lot 2: Video Making and Content Creation, Lot 3- Web Design Using WordPress and Squarespace, Lot 4- Music Making and Production, Lot 5-Photography Design and Editing, Lot 6- Bartending, Lot 7-Commercial Accounting, Lot 8- Bakery Confectionary and Barista and Lot 9- Fast Food Production (25 candidates each)**. More details on the Services are provided in the Terms of Reference (Section 7).

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<sup>1</sup> Charter of the United Nations, Charter 7 <http://www.un.org/en/sections/un-charter/chapter-vii/>

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This Request for Proposals (RFP) has been addressed to All Eligible Registered Private Training Providers Registered with Department of Occupational Standards, Ministry of Labour and Human Resources.

2. It is not permissible to transfer this invitation to any other firm, such as Consultant's parent companies, subsidiaries and affiliates. The Client will reject a Proposal if the Consultant drops a joint venture (JV) partner without the Client's prior consent, which is given only in exceptional circumstances, e.g., when a JV partner is sanctioned or has been declared bankrupt or an occurrence of force majeure.
3. A firm will be selected under Quality-and Cost-Based Selection (QCBS) procedures using a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the *Consulting Guidelines or the Procurement Regulations* which can be found at the following website:  
<https://www.adb.org/documents/adb-procurement-policy>,  
<https://www.adb.org/documents/procurement-regulations-ADB-borrowers>.
4. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants, Data Sheet, Summary and Personnel Evaluation Forms, and Grounds for Disqualification of the Experts
  - Section 3 - Technical Proposal [FTP] - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Eligible Countries
  - Section 6 - Anticorruption Policy
  - Section 7 - Terms of Reference
  - Section 8 - Standard Forms of Contract [Lump Sum]
5. Please inform the Client by **27<sup>th</sup> March 2023**, in writing at Program Officer, Skills Training and Education Pathways Up-gradation Project (STEP-UP), Department of National Human Resource Development, Thimphu by e-mail [rattu@molhr.gov.bt](mailto:rattu@molhr.gov.bt) whether you intend to submit a proposal or not.
6. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the instructions to consultants (ITC).
7. The Request for Proposal (RFP) can be downloaded freely from the ministry's website <http://www.education.gov.bt/>

**Yours sincerely,**



Norbu Wangchuk,  
Project Director  
DWPSD, MoESD  
Thongsel Lam PO BOX 1036  
Thimphu: Bhutan



## Registered Training Providers

SN	Name of Institute	Registration No	Grade	Dzongkhag	Email
1	Advanced Institute for Tourism.	2016050036	C	Thimphu	infoait60@gmail.com
2	Athang Learning Institute	2020090593	C	Thimphu	choki@athang.com
3	Athang Training Academy	2017090366	B	Thimphu	info@athang.com
4	Bhutan Centre for Japanese Studies	2015050073	C	Thimphu	bhutan.japankha@gmail.com
5	Bhutan Elite Security Services	2015070158	C	Paro	tzagay26@gmail.com
6	Bhutan Institute for Training and Development (BITAD)	2016070126	B	Thimphu	amjinstitute@gmail.com
7	Bhutan Institute of Himalayan Studies	2016120325	C	Thimphu	wangsonam@gmail.com
8	Bhutan Institute of Information Technology and Management	2015040067	B	Paro	gyelpo8@gmail.com/biitm2015@gmail.com
9	Bhutan Institute of International Language, IT and Management	2016070121	C		bhutaninstitute20@gmail.com
10	Bhutan Institute of Management and Technology	2020010581	C	Thimphu	sans_sonamdeki@yahoo.com
11	Bhutan Institute of Martial Arts	2018050444	C	Thimphu	bima.bt2015@gmail.com
12	Bhutan Institute of Tourism and Hospitality	2019070531	B	Thimphu	md@bithedu.com/principal@bithedu.com/bith0282@gmail.com
13	Bhutan International School of Hospitality & Tourism	2015060128	B	Thimphu	tababisht@gmail.com
14	Bhutan Media & Communications Institute	2015010051	B	Thimphu	bhutanmibt@gmail.com
15	Bongde Institute of Hotel and Tourism	2016060118	B	Paro	bihtbhutan@gmail.com
16	Choki Traditional Art School	2015040066	B		sonamctas@gmail.com
17	Computer & management Institute	2015010049	B	Chukha	talman.chhetri@gmail.com
18	Dechen IT & Management Institute	2016050055	C	Thimphu	ditmi2013@gmail.com
19	Dickie training institute	2017080360	C	Thimphu	khasapani777@gmail.com
20	Dorji International Training Institute	2018030423	B	Thimphu	marketing.diti33@gmail.com, tashichung@gmail.com,
21	Druk Institute of Management and Technology	2015060127	C	Chukha	drukinstiute@gmail.com
22	Druk Tshemzo Training Institute	2015060130	B	Thimphu	neypadorjee@gmail.com
23	Drukings Aviation Training Institute	2018100476	C	Paro	tjamso21@gmail.com

24	Dzongkha Kherig Pelkhang	2020060587	C	Thimphu	komsbookhouse@@gmail.com
25	Dzongkha Learning Centre	2015060126	C	Thimphu	rigzinrcs@gmail.com
26	Eastern Computer Training Centre	2016010173	C	Samdrup Jongkhar	csangay@ymail.com
27	Eastern Driving Training Institute	2017080361	C	Mongar	meresresol@yahoo.com
28	Fablab Bhutan Training Institute	2017040337	C	Thimphu	office@fablab.bt
29	Fashion Institute of Technology	2018050445	C	Thimphu	fitbhutan@gmail.com
30	Gangchen Language and Management Institute	2017110372	C	Thimphu	info.gangcheninstitute@gmail.com
31	Gangjung Driving Centre of Excellence	2016050030	B	Thimphu	gangjungdrivinginstitute@gmail.com
32	Gawa Driving Training Institute	2019030488	C	Samtse	gawadrivinginstitute@gmail.com
33	Ghadyen Driving Training Institute	2015070159	C	Wangdue Phodrang	lhachoe775@gmail.com
34	Global Computer Training Center	2016060116	C	Wangdue Phodrang	gctc_705@yahoo.com
35	Gyalong Driving Training Institute	2020100602	C	Thimphu	dawakarsel247@gmail.com
36	Heurka Security Services	2018030424	C	Wangdue Phodrang	pemahss@gmail.com
37	Himalayan Institute of Technology & Management	2015020060	C	Sarpang	hitmtech@gmail.com
38	Himalayan School of Music	2015020058	C	Thimphu	hsmthimphu@gmail.com
39	iBEST Institute of Media, Management and Technical Studies	2015050075	B	Thimphu	ibestbhutan@gmail.com
40	Institute for Excellence and Development (i-ED)	2015010043	C	Thimphu	iedbhutan@gmail.com
41	Institute for Excellence and Development (iED)	2016030179	C	Chukha	iedbhutan@gmail.com
42	Institute for Learning and Development (ILD)	2020030582	C	Thimphu	ugyen.ugyen@gmail.com/ tangbison@gmail.com/ schewa
43	Institute for Learning Solutions	2018120485	C	Thimphu	instituteforlearningsolutions@gmail.com
44	Institute for Management Studies Limited	2015050074	B	Thimphu	imsidpielts@gmail.com
45	Institute for Professional Excellence	2019070530	C	Thimphu	kadodak@gmail.com
46	Institute for Professional Studies	2016050031	B	Thimphu	bhutaninstitute@gmail.com ipsbhutan02@gmail.com

47	Institute of Advanced Tailoring and Fashion Design	2020030584	C	Thimphu	jatshotshering@gmail.com
48	Institute of Happiness	2018110482	C	Thimphu	hello@iohbhutan.org
49	Institute of Information Technology and Management	2016050057	C	Thimphu	phub.dorji@yangkhor.com, phub.gyeltshen@yangk
50	Institute of Tourism and Hospitality Management	2020060588	C	Thimphu	ithmtashi2019@gmail.com
51	Jachung Security Services Pvt Ltd	2016120174	B	Thimphu	info@jss.bt
52	JCB Operators Training Centre	2017110371	C	Thimphu	tsheringw826@gmail.com
53	Jigyang Driving Training Institute	2017080362	C	Chukha	jigyangdti@gmail.com
54	Karma Driving Training Institute	2015050116	C	Thimphu	mereresol@yahoo.com
55	Karma Driving Training Institute	2015050115	C	Chukha	meredrukpa@gmail.com
56	Karsel Dawa Driving Training Institute	2018010376	C		dawakarsel247@gmail.com
57	Kesang Driving School	2015060148	C	Thimphu	kespjig@hotmail.com
58	Kilu Bhutan Music School	2017070355	C	Thimphu	kilubhutanmusicschool@gmail.com
59	Kinley Yergay Tailoring Training Institute	2017090364	C	Thimphu	kinsupplier@yahoo.com
60	Kinzang Driving Training Institute	2017060354	C	Bumthang	usd_singye@yahoo.com
61	Kuenphen Computer and Tailoring Training Institute	2016070123	C	Haa	sdema82@yahoo.com
62	Kuenphen Language and Culture Training Institute	2016070122	C	Haa	sdema82@yahoo.com
63	Kunjung Institute of Technology & Innovation	2016060117	B	Sarpang	kunjungiti@gmail.com
64	Language and Culture Institute	2016030175	C	Thimphu	lcibhutan@gmail.com
65	Language and Management Institute	2017040338	C	Thimphu	tashiwangchuk1970@gmail.com
66	Learn Zone Institute	2016040180	C	Thimphu	learnzonebhutan@gmail.com
67	Lekdrup Skill Development Institute	2016080167	B	Thimphu	phurdor@gmail.com
68	Lhawang Yugyel Technical Training Institute	2019100566	C		lhawangyugyel@gmail.com
69	NLD Training Institute	2018010377	B	Thimphu	nldbhutan@gmail.com
70	Norbu International Wellness Institute	2016080168	C	Thimphu	yeshi.wangchuk93@gmail.com
71	Norter Training Institute	2016070124	C	Thimphu	norterinstitute@gmail.com
72	Padmakara Training Institute	2015040064	C	Chukha	iamrleythro@gmail.com
73	Paro Institute of Management (PIM)	2018120486	C	Paro	sans_sonamdeki@yahoo.com

74	Pema Driving Training Institute	2018010374	C	Trashigang	meredrukpa@gmail.com
75	Professional Development Institute	2017040339	C	Thimphu	pdimarketing333@gmail.com
76	Professional Skills Institute	2018050443	C	Thimphu	choitsho@bpa.bt
77	Puensum Driving Institute	2015070161	C	Punakha	lhachoe775@gmail.com
78	Rigsum Institute of Technical Education & Management Studies	2015010047	B	Thimphu	info@rigsum-it.com
79	RTC Training and Professional Services	2016060119	B	Thimphu	bdo@rtc.bt
80	Sacho Driving Training Institute	2015070152	C	Samtse	shachodti@gmail.com
81	Sacho Driving Training Institute	2015070154	C	Dagana	shachodti@gmail.com
82	Sacho Ga Driving Training Institute	2017070359	C	Chukha	sachogaaschool@gmail.com
83	Shacho Driving Training Institute	2015070155	C	Chukha	shachodti@gmail.com
84	Sompal Driving Training Institute	2019050520	C	Thimphu	ptdorjee@gmail.com
85	Sompal Driving Training Institute	2017100368	C	Paro	ptdorjee@gmail.com
86	Star Tourism Institute	2019040489	C	Thimphu	sithertreks755@gmail.com
87	Sunrise Driving Institute	2018100478	C	Wangdue Phodrang	deobahadur978@gmail.com
88	Tacho Bala Ha	2017070358	C	Samdrupjongkhar	tachodti@gmail.com
89	Tacho Bala Ha Driving Training Institute	2015070153	C	Pemagatshel	tachodti@gmail.com
90	Tenzin's Hair and Beauty Academy	2015060144	C	Thimphu	tenzinlhaddon37@yahoo.com
91	Thimphu Institute of Management (TIM)	2017020329	C	Thimphu	sans_sonamdeki@yahoo.com
92	Thimphu TechPark Ltd	2015080168	C	Thimphu	tshewang.dorji@thimphutechpark.bt
93	Ugyen International Language and culture Training Institute	2016050035	C	Thimphu	lung_rig@yahoo.com
94	Ugyenpee Professional Institute	2020100596	C	Thimphu	ugyenpeek@gmail.com
95	USD Driving School	2015050084	C	Chukha	usd_singye@yahoo.com
96	USD Driving Training Institute	2019110576	C	Tsirang	usd@gmail.com
97	USD Driving Training Institute	2015050083	C	Thimphu	usd_singye@yahoo.com
98	USD Driving Training Institute	2015050082	C	Sarpang	usd_singye@yahoo.com
99	USD Institute for Professional Development	2019050519	C	Chukha	usdinstitute20@gmail.com
100	WhyDee Driving Training Institute	2016050053	C	Paro	whydeek@yahoo.com

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10 1	Yarab Institute for Hospitality Management	2016060062	B	Thimphu	yarabihm@gmail.com
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## Section 2. Instructions to Consultants (ITC) including Data Sheet (DS)

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the consultant.
- (b) “Applicable Guidelines” means the guidelines or policies of the Asian Development Bank governing the selection and Contract award process as specified in the **Data Sheet**.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the Asian Development Bank.
- (e) “Borrower [or Recipient or Beneficiary]” means the Government, Government agency or other entity that signs the financing [or loan/credit/grant/project] agreement with the Bank.
- (f) “Client” means the [implementing or executing agency] that signs the Contract for the Services with the selected consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 of the Form of Contract.
- (i) “Data Sheet” means an integral part of the Instructions to Consultants in Section 2 used to reflect the specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture member(s) listed in the **Data Sheet**.
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the

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members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose curriculum vitae (CV) is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) The “Instructions to Consultants (ITC)” (this Section 2 of the RFP) provides the shortlisted consultants with all the information needed to prepare their Proposals.
- (p) The “Letter of Invitation (LOI)” (Section 1 of the RFP) is the letter being sent by the Client to the shortlisted consultants.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually although the Client retains the prerogative to approve or reject the CV of the Non-Key Expert based on the proposed approach and methodology.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) The “Request for Proposals (RFP)” is prepared by the Client for the selection of Consultants, based on the SRFP.
- (t) The “Standard Request for Proposals (SRFP)” must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-Consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (w) The “Terms of Reference (TOR)” (Section 7 of the RFP) explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for

the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 In a timely manner and at no cost to the Consultants, the Client will provide the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

### 3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

#### Conflicting activities

3.3.1 **Conflict between consulting activities and procurement of goods, works, or nonconsulting services.** A firm that has been engaged by the Client to provide goods, works, or nonconsulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or nonconsulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or nonconsulting services resulting from or directly related to the consulting services for such preparation or implementation.

#### Conflicting assignments

3.3.2 **Conflict among consulting assignments.** A Consultant (including its Experts and Sub-Consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

#### Conflicting relationships

3.3.3 **Relationship with the Client's staff.** A Consultant (including its Experts and Sub-Consultants) that has a close business or family relationship with a professional staff of



the [Borrower or the Client or the Recipient or Beneficiary] or of the [implementing/executing agency] or of a recipient of a part of the Bank's financing who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment, (ii) the selection process for the Contract, or (iii) the 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 Bank throughout the selection process and the execution of the Contract.

3.3.4 Any other types of conflicting relationships as indicated in the **Data Sheet**.

**4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted consultants together with this RFP all information that would in that respect give such a Consultant any unfair competitive advantage over competing Consultants.

**5. Corrupt and Fraudulent Practices**

5.1 The Bank requires compliance with its Anticorruption Policy as set forth in Section 6.

5.2 In further pursuance of this policy, the Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit the Bank or its representatives to inspect their site, assets, accounts, records and other documents relating to the submission of the Proposal and execution of the contract, and to have the accounts and records audited by auditors appointed by the Bank.

**6. Eligibility**

6.1 The Bank permits consultants (individuals and firms, including JVs and their individual members) from the eligible countries as stated in Section 5 (Eligible Countries) to offer consulting services for Bank-financed projects. In the case of a JV,

- (a) all partners shall be jointly and severally liable; and
- (b) the JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

6.2 The Consultant, and all parties constituting the Consultant, should be nationals of an eligible country, in accordance with Section 5 (Eligible Countries). A Consultant shall be deemed to have the nationality of a country if the Consultant is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that

country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.

6.2.1 International Experts employed or engaged by an eligible consulting firm will be considered eligible regardless of their nationality.

6.2.2 National Experts proposed by the firm must meet eligibility requirements as defined in **Data Sheet 1(k)**.

6.3 As an exception to Clauses 6.1 and 6.2 above:

### **Sanctions**

6.3.1 A firm or an individual temporarily suspended or debarred (including cross debarred) by the Bank in accordance with the above Clause 5.1 or in accordance with the Applicable Guidelines shall be ineligible to participate in or to be awarded a Bank-financed, - administered, or -supported contract, or to benefit from a Bank-financed, -administered, or -supported contract, financially or otherwise, during such period of time as the Bank shall determine. A bid from a temporarily suspended or debarred firm or individual will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation. ADB's Complete Anticorruption Sanctions List is contained in the **Data Sheet**.

### **Prohibitions**

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's/Beneficiary's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in respect of goods or services originating in that country, or the Borrower's Country prohibits payments to particular persons or entities or for particular goods or services by such an act of compliance.

### **Restrictions for Government-owned Enterprises**

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

**Restrictions for public employees**

6.3.4 Government officials and civil servants may only be hired under consulting contracts, as members of a team of a consulting firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest).

**B. Preparation of Proposals**

**7. General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

**9. Language**

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

**10. Documents Comprising the Proposal**

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

10.2 The Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

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

**11. Only One Proposal**

11.1 The Consultant (including the individual members of any JV) shall submit only one Proposal, either in its own name or as part of a JV in another Proposal. If a Consultant, including any JV member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-Consultant, or the Consultant's staff from participating as

Key Experts and Non-Key Experts in more than one Proposal when circumstances justify.

## 12. Proposal Validity

12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without the Key Expert's confirmation, the Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 6 of this ITC.

## Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case the Proposal will be considered withdrawn.

## Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In this case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, the Proposal will be rejected with the Bank's prior no objection.

## Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

## 13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client

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will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- 13.1.1 At any time before the proposal submission deadline, the Client may change the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted consultants and will be binding on them. The shortlisted consultants shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the Client shall extend the proposal submission deadline to give the shortlisted consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

#### **14. Preparation of Proposals – Specific Considerations**

- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
  - 14.1.1 If a shortlisted consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a JV or as Sub-Consultants, it may do so with either (a) non-shortlisted consultants(s), or (b) shortlisted consultants if permitted in the **Data Sheet**. When associating with non-shortlisted firms in the form of a JV or a sub-consultancy, the shortlisted consultant shall be a lead member. If shortlisted consultants associate with each other, any of them can be the lead member.
  - 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-months) and the Client's estimated total cost of the assignment. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.
  - 14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals

and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 The total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**15. Technical Proposal Format and Content**

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

15.2 Depending on the nature of the assignment, the Consultant is required to submit a full technical proposal (FTP), a biodata technical proposal (BTP) or a simplified technical proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**16. Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses, (c) provisional sums when applicable and (d) contingency indicated in the **Data Sheet**.

**Price Adjustment**

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

**Taxes**

16.3 The Consultant and its Sub-Consultants and Experts are responsible for meeting all tax obligations arising out of the Contract in accordance with the instructions in the **Data Sheet**.

**Currency of Proposal**

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

**Currency of Payment**

16.5 Payment under the Contract shall be made in the currency or currencies stated in the Proposal.

## **C. Submission, Opening and Evaluation**

**17. Submission, Sealing, and Marking of Proposals**

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a JV shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies required is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. If there are discrepancies in the delivery time of the original or copies, the time of delivery of the original shall prevail.

The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL, Lot 1: Graphic & Design, Lot 2: Video Making and Content Creation, Lot 3- Web Design Using WordPress and SquareSpace, Lot 4- Music Making and Production, Lot 5-Photography Design and Editing, Lot 6- Bartending, Lot 7- Commercial Accounting, Lot 8- Bakery Confectionary and Barista and Lot 9- Fast Food Production**" reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL 25<sup>TH</sup> APRIL 2023, 1430 HRS (BHUTAN STANDARD TIME) THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE.**"

17.5 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.6 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and

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shall be clearly marked “**DO NOT OPEN BEFORE 25<sup>TH</sup> APRIL 2023, 1430 HRS (BHUTAN STANDARD TIME)**”.

- 17.7 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, FBS and LCS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal.
- 17.8 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## 18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 18.2 Any attempt by shortlisted consultants or anyone on behalf of the Consultant to improperly influence the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of the Bank’s prevailing sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

## 19. Opening of Technical Proposals

- 19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the



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Consultant or, in case of a JV, the name of the JV, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to the proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

## 20. Proposals Evaluation

- 20.1 Subject to the provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation in accordance with the process specified in the **Data Sheet** and solely on the basis of the submitted Technical and Financial Proposals.
- 20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultant’s Technical or Financial Proposal. In exceptional cases and with prior approval of the Bank, the Client may request clarifications relating to minor clarifications or corrections of obvious errors or inconsistencies. This request shall be made in writing and copied to the Bank.
- 20.4 Any request for clarification must be sent and responded to in writing and should be date-stamped.

## 21. Evaluation of Technical Proposals

- 21.1 The Client’s evaluation committee shall assess the Technical Proposals on the basis of their responsiveness to the TOR and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the RFP. Each responsive Proposal will be given a technical score. A Proposal shall be rejected if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

## 22. Financial Proposals for Quality-Based Selection

- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are

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returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

**23. Public Opening of Financial Proposals for Quality- and Cost-Based Selection (QCBS), Fixed Budget Selection (FBS), and Least-Cost Selection (LCS) methods**

**23.1** After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing the Consultants that have achieved the minimum overall technical score and inform them of the date, time and location of the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's discretion.

**23.2** The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of the Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall then be opened, and the total prices read aloud and recorded. Copies of the Record of Opening of Financial Proposals shall be sent to all Consultants who submitted Proposals.

**24. Correction of Errors**

**24.1** Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no correction is made to the Financial Proposal.

**24.2** In accordance with 16.1 above, the Consultant is required to submit a detailed price proposal. The Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. If there is a discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of a unit price with the quantity and the total price, or (iii) between words and figures, the former will prevail. In case there is a discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical

Proposal prevails and the Client's evaluation committee shall correct the quantity indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- 25. Taxes** Except as set out in the **Data Sheet**, all taxes are deemed included in the Consultant's Financial proposal, and, therefore, included in the evaluation.
- 26. Conversion to Single Currency** 26.1 For evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant that will achieve the highest combined technical and financial score will be invited for negotiations.
- Fixed-Budget Selection (FBS)** 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant that submitted the Technical Proposal with the highest score that does not exceed the budget indicated in the RFP, and invite the Consultant to negotiate the Contract.
- Least-Cost Selection (LCS)** 27.4 In the case of LCS, the Client will select the Consultant with the lowest evaluated total price among the consultants that achieved the minimum technical score, and invite the Consultant to negotiate the Contract.

## **D. Negotiations and Award**

- 28. Negotiations**
- 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s). The representative must have a written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare the minutes of negotiations, which will be signed by the Client and the Consultant's authorized representative.

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- Availability of Key Experts**
- 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4 Notwithstanding this, the substitution of Key Experts at the negotiations may be considered if it is due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In this case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract. The substitute shall have equivalent or better qualifications and experience than the original Key Expert.
- Technical negotiations**
- 28.5 The negotiations include discussions of the TOR, the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- Financial negotiations**
- 28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.
- 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump Sum contract, subject always to adjustment pursuant to 24.2 above, shall not be negotiated.
- 29. Conclusion of Negotiations**
- 29.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initialed by the Client and the Consultant's authorized representative.
- 29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If the disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so in writing. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
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- 30. Award of Contract**
- 30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted consultants.
- 30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
- 31. Procurement-Related Complaint**
- 31.1 The procedures for making a procurement-related complaint are as specified in the **Data Sheet**.

## E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1 (b)</b>	<p><b><u>Applicable Guidelines</u></b>            ADB Procurement Policy 2017 (Policy) and Procurement Regulations for ADB Borrowers 2017 (as amended from time to time) (Procurement Regulations)</p>
<b>1 (c)</b>	<p><b><u>Country of Applicable Law</u></b>            Law of Kingdom of Bhutan</p>
<b>1(k)<sup>2</sup> (definitions)</b>	<p><b><u>Experts</u></b>            ADB differentiates between International and National Experts.</p> <p><b><u>International Experts</u></b>            An International Expert means an expert who has the qualification and experience required for an international position.            Note that as per ITC 6.2.1, International Experts employed or engaged by an eligible consulting firm will be considered eligible regardless of their nationality.</p> <p><b><u>National Experts</u></b>            Nationals of the Client's country who possess the appropriate international experience may be considered for assignments that require international expertise in the national's own country.            Individuals of ADB member countries who have appropriate authorization to legally reside and work in the country of the assignment but do not hold the nationality of that country may also be considered as national consultants.</p>
<b>2.1</b>	<p><b><u>Method of Selection</u></b>  <b>Name of the Client:</b> <u>Ministry of Education and Skills Development, Royal Government of Bhutan</u>  <b>Method of selection:</b> Quality- and Cost-based Selection <u>in accordance with 1 b.</u></p>

2.2	<p><b><u>Submission of Proposals</u></b></p> <p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes, in a separate envelope</p> <p><b>The name of the assignment is:</b> Critical Skills Training</p> <ul style="list-style-type: none"> <li>(a) Lot 1: Graphic &amp; Design (25 candidates)</li> <li>(b) Lot 2: Video Making and Content Creation (25 candidates)</li> <li>(c) Lot 3- Web Design Using WordPress and SquareSpace (25 candidates)</li> <li>(d) Lot 4- Music Making and Production (25 candidates)</li> <li>(e) Lot 5-Photography Design and Editing (25 candidates)</li> <li>(f) Lot 6- Bartending (25 candidates)</li> <li>(g) Lot 7-Commercial Accounting (25 candidates)</li> <li>(h) Lot 8- Bakery Confectionary and Barista (25 candidates)</li> <li>(i) Lot 9- Fast Food Production (25 candidates)</li> </ul>
2.3	<p><b><u>Pre-proposal Conference</u></b></p> <p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date of pre-proposal conference: <u>30 March 2023</u></p> <p>Time: <u>1000 HRS onwards</u></p> <p>Address: <u>MOICE, Conference Hall, Thimphu</u></p> <p>Telephone: <u>+975 02 330419</u></p> <p>Contact person or conference coordinator: Rattu, Program Officer, PIU, STEP-UP Project</p>
2.4	<p><b><u>Information for Proposal Preparation</u></b></p> <p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to Section 7, TOR</p>
3.3.4	<p><b><u>Conflicting Relationships</u></b></p> <p>Not Applicable if none</p>
6.3.1	<p><b><u>ADB's Sanctions List</u></b></p> <p>A published list of debarred firms and individuals is available at the Bank's external website <a href="https://www.adb.org/site/Integrity/sanctions">https://www.adb.org/site/Integrity/sanctions</a></p>
<p><b>B. Preparation of Proposals</b></p>	

9.1	<p><b><u>Language</u></b></p> <p>This RFP has been issued in the English language except otherwise agreed by the Bank.</p> <p>Proposals shall be submitted in the English language unless otherwise agreed by the Bank.</p> <p>All correspondence shall be in the English language unless otherwise agreed by the Bank.</p>
10.1	<p><b><u>Documents Comprising the Proposal</u></b></p> <p>The Proposal shall comprise the following:</p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1st Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>1. Power of Attorney to sign the Proposal</li> <li>2. Proof of Legal Status and Eligibility</li> <li>3. TECH-1</li> <li>4. TECH-2</li> <li>5. TECH-3</li> <li>6. TECH-4</li> <li>7. TECH-5</li> <li>8. TECH-6</li> <li>9. Valid registration certificate issued by the BQPCA, MOESD (erstwhile DOS, MoLHR);</li> <li>10. Valid institute trade license issued by the MOICE (erstwhile Ministry of Economic Affairs);</li> <li>11. Details of facilities:       <ol style="list-style-type: none"> <li>a. Facilities to conduct the proposed training;</li> <li>b. COVID-19 safety protocols;</li> <li>c. Facilities to enroll 25 individuals at a time.</li> <li>d. List of equipment and materials to be provided to the trainees during the training.</li> </ol> </li> <li>12. CV of key experts       <ol style="list-style-type: none"> <li>a. Lead Trainer</li> <li>b. Mentor</li> <li>c. Program coordinator</li> <li>d. Entrepreneurship Trainer</li> </ol> </li> </ol> <p>AND</p> <p><b>2nd Inner Envelope with the Financial Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> </ol>



12.1	<p><b><u>Proposal Validity</u></b></p> <p>Proposals must remain valid for <b>120 days</b> calendar days after the proposal submission deadline.</p>																														
13.1	<p><b><u>Clarification of Request for Proposal</u></b></p> <p><b>Clarifications may be requested no later than <u>10 days</u> prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is Mr. Rattu, Program Officer, Critical Skills Training (STEP-UP), MoESD, Thimphu E-mail: rattu@molhr.gov.bt</p>																														
14.1.1	<p><b><u>Preparation of Proposals – Specific Considerations (Association with Shortlisted Consultants)</u></b></p> <p><b>Shortlisted consultants may associate with</b></p> <p>Shortlisted consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No</p> <p>(b) other shortlisted consultants: No</p>																														
14.1.2	<p><b>Preparation of Proposals: Specific Considerations</b></p> <p>Estimated total cost of the assignment:</p> <table border="1" data-bbox="423 1194 1401 1759"> <thead> <tr> <th>Lot</th> <th>Training Area</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>Lot 1</td> <td>Graphic and Design</td> <td>1,800,000.00</td> </tr> <tr> <td>Lot 2</td> <td>Video Making and Content Creation</td> <td>1,800,000.00</td> </tr> <tr> <td>Lot 3</td> <td>Web Design using WordPress and Squarespace</td> <td>1,237,500.00</td> </tr> <tr> <td>Lot 4</td> <td>Music Making and Production</td> <td>1,800,000.00</td> </tr> <tr> <td>Lot 5</td> <td>Photography Design and Editing</td> <td>1,800,000.00</td> </tr> <tr> <td>Lot 6</td> <td>Bartending</td> <td>1,800,000.00</td> </tr> <tr> <td>Lot 7</td> <td>Commercial Accounting</td> <td>1,237,500.00</td> </tr> <tr> <td>Lot 8</td> <td>Bakery Confectionery and Barista</td> <td>2,250,000.00</td> </tr> <tr> <td>Lot 9</td> <td>Fast Food Production</td> <td>2,250,000.00</td> </tr> </tbody> </table>	Lot	Training Area	Total Cost	Lot 1	Graphic and Design	1,800,000.00	Lot 2	Video Making and Content Creation	1,800,000.00	Lot 3	Web Design using WordPress and Squarespace	1,237,500.00	Lot 4	Music Making and Production	1,800,000.00	Lot 5	Photography Design and Editing	1,800,000.00	Lot 6	Bartending	1,800,000.00	Lot 7	Commercial Accounting	1,237,500.00	Lot 8	Bakery Confectionery and Barista	2,250,000.00	Lot 9	Fast Food Production	2,250,000.00
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15.2	<p><b><u>Format of Technical Proposal</u></b></p> <p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)</p> <p>Please refer to the Checklist of Required Forms in Section 3</p> <p>Submission of the Technical Proposal in incorrect format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.2	<p><b><u>Price Adjustment</u></b></p> <p>No</p>
16.3 and 25	<p><b><u>Taxes</u></b></p> <p>“Information on the Consultant’s tax obligations in the Client’s country can be found <a href="http://www.drc.gov.bt">www.drc.gov.bt</a>”</p>
16.4	<p><b><u>Currency of Proposal</u></b></p> <p>The Financial Proposal shall be stated in the following currencies: <b>Ngultrum (Nu.)</b></p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
17.1	<p><b><u>Electronic Submission of Proposals</u></b></p> <p>The Consultants “<b>shall not</b>” have the option of submitting their Proposals electronically.</p>
17.4	<p><b>Submission of Proposals</b></p> <p>The Consultant must submit:</p> <p>(a) Technical Proposal:</p> <ul style="list-style-type: none"> <li>i. one (1) original and (1) copies to the Client; and</li> <li>ii. one (1) softcopy in PDF format to ADB Headquarters, Manila at <a href="mailto:loanconsultingproposals@adb.org">loanconsultingproposals@adb.org</a> and include the following information on the subject line of the email: Client, Country, Project, name of consultant). The FINANCIAL PROPOSAL SHALL NOT BE INCLUDED</li> </ul> <p>(b) Financial Proposal: one (1) original to the Client.</p>

17.7 and 17.9	<p><b><u>Deadline for the Submission of Proposals</u></b></p> <p>The Proposals must be received at the address below no later than:  Date: <b><u>25<sup>th</sup> April 2023</u></b>  Time: <b>1400 HRS (Bhutan Standard Time)</b></p> <p>The Proposal submission address is:  <b>Project Director,</b>  <b>Project Management Unit</b>  <b>Skills Training and Education Pathways Upgradation Project</b>  <b>Department of Workforce Planning and Skill Development</b>  <b>Ministry of Education and Skills Development</b>  <b>Thimphu Bhutan</b>  <b>Phone Number: 02 330419</b></p> <p>The Consultant is requested to submit copies of the Technical Proposal at the same time to ADB HQ in Manila and ADB Resident Mission:  <u>For ADB HQ, Manila:</u>  One (1) softcopy in PDF format to ADB Headquarters, Manila at <a href="mailto:loanconsultingproposals@adb.org">loanconsultingproposals@adb.org</a>  <u>For ADB Resident Mission in the Country:</u>  One (1) hard copy in PDF format to <b>Bhutan Resident Mission (BHRM) - Asian Development Bank (ADB)</b> 2nd Floor, Royal Textile Academy Building, Norzin Lam, Chhubachhu, Thimphu 11001</p> <p><b>Note:</b> Please submit the tender documents to Project Management Unit, STEP UP, ADB, if you have any clarification please call Mr. Rattu, Program Officer at 17861468 during the office hours.</p>
19.1	<p><b><u>Opening of Technical Proposals</u></b></p> <p><b>An online option for the opening for the Technical Proposals is offered:</b>  No</p> <p><b>The opening shall take place at:</b></p> <ul style="list-style-type: none"> <li>• Conference Hall, Ministry of Industry Commerce and Employment</li> <li>• Thimphu: Bhutan</li> <li>• Date: 25<sup>th</sup> April 2023</li> <li>• Time: 1430 Hours (Bhutan Standard Time)</li> </ul>

19.2	<p><b><u>Information to be read out and recorded during the opening of the Technical Proposals</u></b></p> <p>In addition, the following information will be read aloud at the opening of the Technical Proposals:</p> <p>Confirmation that invitation to submit proposal was not transferred to another party.</p>
20.2	<p><b><u>Financial Proposal Evaluation</u></b></p> <p>The Client will follow the Guidance Note for Financial Evaluation. ADB. 2021. Guidance Note on Financial Proposal Evaluation (Loans/Grants), Manila. <a href="https://www.adb.org/documents/guidance-note-financial-proposal-evaluation-loans-grants">https://www.adb.org/documents/guidance-note-financial-proposal-evaluation-loans-grants</a></p>
21.1	<p><b><u>Evaluation Criteria</u></b></p> <p>The evaluation criteria, sub-criteria, and point system are specified in the Summary and Personnel Evaluation Sheets that are attached to the <b>Data Sheet</b>.</p> <p>The minimum technical score (St) required to pass is: 750 (maximum 1000 points)</p>
23.1	<p><b><u>Public Opening of Financial Proposals</u></b></p> <p><b>An online option of the opening of the Financial Proposals is offered:</b></p> <p>No</p>

27.1	<p><b><u>QCBS Only</u></b></p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 1000.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:</p> <p><math>Sf = 1000 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest ETP Evaluated Total Price (ETP), which is equal to the Adjusted Total Price (ATP) less the Non-competitive Component, i.e., provisional sums and contingency; and “F” is the ETP of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80%, and P = 20%.</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
<p><b>D. Negotiations and Award</b></p>	
28.1	<p><b><u>Negotiations</u></b></p> <p>Expected date and address for contract negotiations:</p> <p>Date: <u>4<sup>th</sup> May 2023</u></p> <p>Address:</p> <p>Project Management Unit STEP-UP Project Ministry of Education and Skills Development Thimphu: Bhutan</p>
30.1	<p><b><u>Contract Award Notice</u></b></p> <p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: <a href="http://www.molhr.gov.bt">www.molhr.gov.bt</a>, <a href="http://www.adb.org">www.adb.org</a></p> <p>The publication will occur within 7 (Seven) days after the contract signing.</p>
30.2	<p><b><u>Date of Commencement of Services</u></b></p> <p>Expected date for the commencement of the Services:</p> <p>Date: <u>As per the Notice to Proceed letter</u></p>

31.1	<p><b><u>Procurement-Related Complaints</u></b></p> <p>The procedures for making a procurement-related complaint are detailed in paragraph 1.31 and 1.32 of the Procurement Regulations. If a Consultant wishes to make a procurement-related complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention:</p> <p><b>Norbu Wangchuk</b></p> <p>Title or position: <b>Project Director</b></p> <p>Client: <b>Ministry of Education and Skills Development</b></p> <p>Project: <b>STEP-UP Project Critical Skills Training</b></p> <p>Email address: <a href="mailto:nwangchuk@moesd.gov.bt">nwangchuk@moesd.gov.bt</a></p> <p>In summary, a procurement-related complaint may challenge any of the following:</p> <ul style="list-style-type: none"><li>(i) the terms of this Request for Proposal;</li><li>(ii) the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and</li><li>(iii) the Client's decision to award the contract.</li></ul>
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Appendix 1 – Summary and Personnel Evaluation Sheet for Full Technical Proposal

Asian Development Bank

<b>Summery Evaluation Sheet for Full Technical Proposal (all selection methods)</b>								
<b>Package name: NCS-09</b>								
Grant No.-Country: G-0596-BHU		Title: <b><i>Critical Skills Training</i></b> <b>Lot 1: Graphic &amp; Design, Lot 2: Video Making and Content Creation, Lot 3- Web Design Using WordPress and SquareSpace, Lot 4- Music Making and Production, Lot 5 Photography Design and Editing, Lot 6- Bartending, Lot 7 Commercial Accounting, Lot 8- Bakery Confectionary and Barista and Lot 9- Fast Food Production (for 25 participants)</b>						
Evaluation Criteria		Max.	Firm 1		Firm 2		Firm 3	
		Weight	Rating	Score	Rating	Score	Rating	Score
<b>I. Qualification of the firm</b>		<b>250</b>						
a	Experience in similar Training	150						
b	TVET Quality Council (erstwhile DOS), Bhutan Qualifications and Professionals Certificate Authority (BQPCA).	100						
<b>II. Approach and Methodology</b>		<b>350</b>						
a	The training approach and the methodologies for the implementation of Training	100						
b	Understanding of Objectives	50						
c	Course Curriculum of the proposed training area and endorsed by Technical Trainers Training and Resource Centre (TTTRC), DWPSD, MoESD (erstwhile TPSD under DTE)	100						
d	Training Work plan	50						
e	Proposal Presentation	50						
<b>III. Personnel (Areas of Expertise)</b>		<b>400</b>						
<b>Key Experts</b>								
a	Lead Trainer	150						
b	Mentor	100						
c	Program Coordinator	80						
d	Entrepreneurship Trainer	70						
Rating: Excellent: 100 Very good: 90-99% Average: 70-79% Below Average: 1-69% Non-complying: 0								
<b>Please refer to F. Disqualification of an Expert, Section 2, RFP.</b>								

Score: Maximum Weight X Rating/100		The team leader must be identified among the experts			
Criteria Approved by:		Date approved:	Evaluation done by:		
Chairperson			Chairperson		
<b>Member 1</b>			<b>Member 2</b>		
<b>Member 3</b>			<b>Member 4</b>		

## Appendix 2 – Personnel Evaluation Sheet

Asian Development Bank									Total Score	
Personnel Evaluation Sheet										
Package Name:				Lot/Course Name:						
Name of the firm:										
Key Experts	Name	A		B		C		Rating	Score	
		Academic Qualification		Training related Experience		General Experience (other than training experience)				
		25%		65%		10%				
		Rating	Score	Rating	Score	Rating	Score			
a	Lead Trainer									
b	Mentor									
c	Program Coordinator									
d	Entrepreneurship Trainer									
Rating: Excellent: 100 Very good: 90-99% Average: 70-79% Below Average: 1-69% Non-complying: 0										
<b>Please refer to F. Disqualification of an Expert, Section 2, RFP.</b>										
<b>Score: Rating x percentage assigned to Criterion</b>										
<b>Member 1</b>					<b>Member 2</b>					
<b>Member 3</b>					<b>Member 4</b>					



## F. Disqualification of an Expert

	<b>Zero (0%) rating resulting in disqualification will be given to a nominated expert in particular circumstances:</b>	<b>Reference</b>
1.	The expert is proposed for a national position but does not fulfil the requisite criteria as defined in DS 1(k).	ITC 6.2, DS 1(k)
2.	The expert failed to state his or her citizenship on the curriculum vitae.	ITC 6.1/2, Section 6, TECH-6
3.	The expert is a current employee of the Client.	ITC 6.2/6.3.4, TECH-6
4.	The Consultant and the expert failed to disclose any situation of an actual or potential conflict of interest, sanctions, criminal records or other information that would make the expert ineligible under Sections 5 and 6 about the expert.	ITC 3/6.2, Section 5, 6



## Section 3. Technical Proposal – Standard Forms

[Notes to Consultant shown in brackets throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should be deleted in the final proposal to be submitted.]

### CHECKLIST OF REQUIRED FORMS

Required for FTP, STP or BTP			FORM	DESCRIPTION	Page Limit		
FTP	STP	BTP			FTP	STP	BTP
√	√	√	TECH-1	Technical Proposal Submission Form.			
√	√	√	TECH-1 Attachment	Proof of legal status and eligibility			
“√” If applicable			TECH-1 Attachment	If the Proposal is submitted by a Joint Venture (JV), attach a letter of intent or a copy of an existing agreement.			
“√” If applicable			Power of Attorney	No pre-set format/form. In the case of a JV, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members			
FTP	STP	BTP			FTP	STP	BTP
√			TECH-2	Consultant’s Organization and Experience.			
√			TECH-2A	A. Consultant’s Organization	2	n/a	n/a
√			TECH-2B	B. Consultant’s Experience	20	n/a	n/a
√			TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	<i>For the FTP, the total number of pages for combined forms TECH-3 (FTP) and TECH-4 (FTP) should not exceed 52. A page is defined as one printed side of A4 or letter-sized paper. Font Size 10 is recommended, so text is readable without zooming.</i>		
√			TECH-3A	A. On the Terms of Reference	n/a	n/a	n/a
√			TECH-3B	B. On the Counterpart Staff and Facilities	2	n/a	n/a
√	√		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	50	10	1
√	√	√	TECH-5	Work Schedule and Planning for Deliverables	n/a	n/a	n/a
√	√	√	TECH-6A	Team Composition, Key Experts Inputs,	n/a	n/a	n/a
√	√	√	TECH 6B	Attached Curriculum Vitae (CV)	5 per CV	5 per CV	5 per CV

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**FORM TECH-1**  
**TECHNICAL PROPOSAL SUBMISSION FORM**

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*[Insert location, date]*

To:  
Project Director,  
Project Management Unit,  
Ministry of Labour and Human Resources

Dear Sirs:

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

*If the Consultant is a Joint Venture (JV), insert the following: We are submitting our Proposal in 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 joint venture 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 JV.*

OR

*If the Consultant's Proposal includes Sub-Consultants, insert the following: We are submitting our Proposal with the following firms as Sub-Consultants: Insert a list with full names and countries of each Sub-Consultant.*

We, by submitting the Proposal, acknowledge that we have read and understand ADB's Anticorruption Policy and Integrity Principles and Guidelines, both as amended from time to time.

We hereby declare that:

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- (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 or cancellation of the contract, if awarded, and/or may result in remedial actions including being sanctioned by the Bank.
  - (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the **Data Sheet**, Clause 12.1.
  - (c) We have no conflict of interest in accordance with ITC 3.
  - (d) We meet the eligibility requirements as stated in ITC 6.
  - (e) We are not subject to any national or international sanctions, temporary suspension or debarment by ADB or other multilateral development banks (MDB).
  - (f) Neither we, nor our joint venture or associate partners or sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment
  - (g) Except as stated in the **Data Sheet**, Clause 12.1, 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 Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
  - (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
  - (i) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
  - (j) Neither we, nor our joint venture or associate partners or sub-consultants or any of the proposed experts have been found guilty or convicted of any violation of law that is not a minor traffic violation
  - (k) We can accept payments through the international banking system or otherwise discharge ADB's obligation upon initiation of wire transfer,
  - (l) We understand that it is our obligation to notify the Client and ADB should we, our joint venture or associate partners or subconsultants or any of the proposed experts prepared the TOR for this consulting assignment, become subject to any national or international sanctions, including becoming ineligible to work with ADB or other MDBs, cannot accept payments through the international banking system, should integrity issues including conflict of interest arise and/or should we or the proposed consultant be convicted of an offence excluding minor traffic violations

If the answer to any of the declarations above is NO, please provide details:

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We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to automatic rejection if our proposal or cancellation of our contract, if awarded, and may result in further remedial actions, in accordance with ADB's

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Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.

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 Clause 30.2 of the **Data Sheet**.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

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

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

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

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

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

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

*Annex to Form TECH-1 - Required Information for Sanctions List Checking*

**Consultant's Information Sheet**

<b>Consultant's Information</b>			
		<b>Information of the Consultant</b>	<b>If the Consultant is a subsidiary or branch, information of any parent company/companies</b>
<b>Names</b>	<b>Full legal name(s)</b>		
	<b>Full trading name(s) (if any)</b>		
<b>Addresses</b>	<b>Registered address(es)</b>		
	<b>Trading address(es)</b>		
	<b>Postal address(es) (if different from trading address)</b>		
<b>Type of organization</b>			
<b>Country of constitution/ incorporation/ registration</b>			
<b>Year of constitution/ incorporation/ registration</b>			
<b>Corporate or registration number</b>			
<b>In case of a Joint Venture, legal name of each partner</b>			
<b>Consultant's authorized representative</b> (name, address, telephone number(s), fax number(s), e-mail address)			

**Joint Venture and Sub-Consultant Information Sheet**

Each Joint Venture partner and Sub-Consultant must fill out this form separately.

<b>Joint Venture / Sub-Consultant Information</b>			
<b>Bidder's legal name</b>		<b>Information of Joint Venture Partner or Sub-Consultant</b>	<b>If any Joint Venture Partner or Sub-Consultant is a subsidiary or branch, information of any parent company/companies</b>
<b>Names</b>	<b>Full Legal name(s)</b>		
	<b>Full trading name(s) (if any)</b>		
<b>Addresses</b>	<b>Registered address(es)</b>		
	<b>Trading address (es)</b>		
	<b>Postal address (es) (if different from trading address)</b>		
<b>Type of organization</b>			
<b>Country of constitution/ incorporation/ registration</b>			
<b>Year of constitution/ incorporation/ registration</b>			
<b>Corporate or registration number</b>			
<b>Joint Venture Partner's or Sub-Consultant's authorized representative information</b> (name, address, telephone number(s), fax number(s), e-mail address)			

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## FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

#### A - Consultant's Organization

1. *Provide here a brief description of the background and organization of your company, and – in case of a JV– of each member for this assignment.*
2. *Include an organizational chart, a list of Board of Directors, and beneficial ownership<sup>3</sup>.*
3. ***Following documents must be included***
  1. ***Valid Trade License and Valid Tax Clearance Certificate;***
  2. ***Valid Institute Registration Certificate;***
  3. ***Statement of Undertaking; and***
  4. ***Power of Attorney.***

*Note: Include all supporting/proof documents of the above*

#### B - Consultant's Experience

4. *List only previous similar assignments successfully completed in the last [5] years with **proof documents**.*
5. *List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the JV partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or Sub-Consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.*

*Note: Include all supporting/proof documents for the above.*

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<sup>3</sup> Beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g. ownership by close relatives).

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<b>Duration</b>	<b>Assignment name and brief description of main deliverables or outputs</b>	<b>Name of Client and Country of Assignment</b>	<b>Approximate Contract value (in \$ or €)/ Amount Paid to Your Firm</b>	<b>Role on the Assignment</b>
<i>Example 1: January 2009– April 2010</i>	<i>Improvement quality of.....”: designed master plan for rationalization of .....</i>	<i>Ministry of ....., [insert country]</i>	<i>\$1 million</i>	<i>Lead partner in a JV A&amp;B&amp;C</i>
<i>Example 2: January May 2008}</i>	<i>Support to sub-national government : drafted secondary level regulations on.....</i>	<i>Municipality of....., [insert country]</i>	<i>\$0.2 million</i>	<i>Consultant</i>

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## FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

### COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

#### **A. On the Terms of Reference**

*[Insert improvements to the Terms of Reference, if any]*

#### **B. On Counterpart Staff and Facilities**

*[Include comments on counterpart staff and facilities to be provided by the Client, e.g. administrative support, office space, local transportation, equipment, data, background reports, etc., if any]*

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## FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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Form TECH-4 is 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.

*The suggested structure of the Technical Proposal (in FTP format) is as follows:*

- (i) **Technical Approach and Methodology.** *Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology that would be adopted for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Do not repeat the TOR here.*

**Describe particularly:**

- a. Training approach and the methodologies for the implementation of Training;**
- b. Course endorsement certificate from Department of Workforce Planning and Skills Development (DWPSD);**
- c. Required infrastructure facilities in the institute (classroom/ training hall and facility, tools, equipment); and**
- d. If the training facility is hired attach the lease agreement/any kind of assurance of the hiring.**

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

- (iii) **Organization and Staffing.** *Describe the structure and composition of the team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff.*

**FORM TECH-5 (FOR FTP, STP AND BTP)**  
**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
<b>D-1</b>	(e.g., Deliverable #1: Report A													
	1. Data Collection													
	2. Drafting													
	3. Inception Report													
	4. Incorporating Comments													
	5. ....													
	6. Delivery of Final Report to Client)													
<b>D-2</b>	(e.g., Deliverable #2:.....)													
<b>n</b>														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 The duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**FORM TECH-6A (FOR FTP, STP AND BTP)  
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

Note: ***NOT APPLICABLE***



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## FORM TECH-6B

*[Note to Consultant: Each Curriculum Vitae (CV) should have a maximum of five pages]*

### CURRICULUM VITAE (CV) FOR INTERNATIONAL OR NATIONAL EXPERTS

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1. **Proposed Position:** *[TOR Expertise]*
  
2. **Name of Firm:** *[Insert name of firm proposing the expert, if applicable]*  
***(Do not abbreviate or use symbols in any portion of the firm or individual name)***
  
3. **Name of Expert:** *[Consultant Name]*  
***(Do not abbreviate or use symbols in any portion of the firm or individual name)***
  
4. **Current Residential Address:**  
**Telephone No.:**  
**Fax No.:**  
**E-Mail Address:**
  
5. **Date of Birth:**  
**Citizenship<sup>4</sup>:**

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<sup>4</sup> For proposed national experts who are individuals of ADB member countries and have appropriate authorization to legally reside and work in the country of the assignment, but do not hold the nationality of that country, provide supporting documentation as a TECH-6B attachment.

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Type of government ID and ID Number.

*(please attach a copy of the ID to this form)*

6. **Education:** *[Indicate college or university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment] **Attach proof documents.***
7. **Membership in Professional Associations:**
8. **Other Trainings:** *[Indicate significant training since degrees under 5 - Education were obtained]*
9. **Countries of Work Experience:** *[List countries where expert has worked in the last 10 years]*
10. **Languages:** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*
11. **Employment Record** *[Starting with present position, list in reverse order every employment held by expert since graduation, providing for each employment (see format here below): dates of employment, name of employing organization, positions held.] **Attach proof documents***  
 From *[Month/Year]*: \_\_\_\_\_  
 To *[Month/Year]*: \_\_\_\_\_  
 Employer: \_\_\_\_\_  
 Positions held: \_\_\_\_\_
12. **Detailed Tasks Assigned**  
*[List all tasks to be performed under this assignment]*
13. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**  
*[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 12.] **Attach proof documents.***  
 Name of assignment or project: \_\_\_\_\_  
 Month and Year: \_\_\_\_\_  
 Location: \_\_\_\_\_



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Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

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

Activities performed: \_\_\_\_\_

#### 14. Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am not a current employee of the Executing or the Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form TECH-6 provided team mobilization takes place within the validity of this proposal;
- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment;
- (v) I do not have conflict of interest in accordance with ITC 3.0;
- (vi) I am not subject to any national or international sanctions, temporary suspension or debarment by ADB or other multilateral development banks (MDB);
- (vii) I certify that I have been informed by the firm that it is including my CV in the Proposal for the *[insert name of project and contract]*. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.
- (viii) I have not been found guilty or convicted of any violation of law that is not a minor traffic violation.
- (ix) I can accept payments through the international banking system or otherwise discharge ADB's obligation upon initiation of wire transfer.
- (x) I understand that it is my obligation to notify the Client and ADB should I become subject to any national or international sanction, including becoming ineligible to work with ADB or other MDBs, cannot accept payments through the international banking system, should integrity issues including conflict of interest arise and/or should we or the proposed consultant be convicted of an offence excluding minor traffic violations

If the answer to any of the declarations above is NO, please provide details:

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*If the CV is signed by the firm's authorized representative, insert:*

- 
- (xi) I, as the authorized representative of the firm submitting this Proposal for the *[insert name of project and contract]*, certify that I have obtained the consent of the named expert to submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of expert or authorized representative of the firm]*<sup>9</sup> Day/Month/Year

Full name of authorized representative

\_\_\_\_\_

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<sup>9</sup> This CV can be signed by the authorized representative of the Consultant provided during proposal submission. If the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

## Section 4. Financial Proposal - Standard Forms

*[Notes to Consultant shown in brackets and italics provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

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

NOTE: The authorized representative of the Consultant who signs the Proposal is advised to initial all pages of the original Financial Proposal.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Other Expenses, Provisional Sums and Contingency

## FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

*[Location, Date]*

To: *[Name and address of Client]*

Dear Sirs:

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

Our attached Financial Proposal is for the amount of *[Insert amount(s) in words and figures - [in the event the proposal involves multiple currencies, indicate the corresponding amount for each currency].], **excluding** the local taxes described in Clause 25 in the **Data Sheet**. We understand the aforementioned local taxes will be discussed, and the agreed amount will be added to the contract with appropriate provisions at the contract negotiations.*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the **Data Sheet**.

During the course of this registration or any engagement, we can accept electronic payments through the international financial system or otherwise discharge ADB's obligations upon initiation of wire transfer and it is our obligation to notify the Client and ADB if we cannot accept electronic payments through the international financial system or otherwise discharge ADB's obligations upon initiation of wire transfer.

Commissions, gratuities or fees that we have paid or will pay to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agent(s)/Other party	Amount and Currency or Gratuity	Purpose of Commission

*If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution."*

We agree to permit ADB<sup>6</sup> or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure to comply with this obligation may constitute "obstructive practice" that may result in debarment and/or contract termination, if awarded.

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

<sup>6</sup> ADB's Office of Anticorruption and Integrity (OAI) is the initial point of contact and Investigative Office for allegations of integrity violations involving ADB-related activities.

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We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to automatic rejection if our proposal or cancellation of our contract, if awarded, and may result in further remedial actions, in accordance with ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.

We remain,

Yours sincerely,

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

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

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

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

E-mail: \_\_\_\_\_

*[FOR A JOINT VENTURE, EITHER ALL MEMBERS SHALL SIGN OR ONLY THE LEAD MEMBER OR CONSULTANT, IN WHICH CASE THE POWER OF ATTORNEY TO SIGN ON BEHALF OF ALL MEMBERS SHALL BE ATTACHED.]*

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### FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	<i>[Consultant must state the proposed costs in accordance with Clause 16.4 of the Data Sheet. Payments will be made in the currency(ies) expressed. Delete columns which are not used.]</i>			
	<i>Insert foreign currency # 1</i>	<i>Insert foreign currency # 2, if used</i>	<i>Insert foreign currency # 3, if used</i>	<i>Insert local currency, if used and/or required (16.4 Data Sheet)</i>
<b>Competitive Components</b>				
Remuneration, Key Experts				
Remuneration, Non-Key Experts				
Reimbursable Expenses				
<b>Sub-Total</b>				
<b>Non-Competitive Components</b>				
Provisional Sums				
Contingency				
<b>Sub-Total</b>				
<b>Total Cost of the Financial Proposal <sup>7</sup></b>				

<sup>7</sup> Should match the amount in Form FIN-1.

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**FORM FIN-3 BREAKDOWN OF REMUNERATION <sup>8</sup>**

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

*Not applicable*

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<sup>8</sup> In the case of selections that do not include cost as an evaluation factor (i.e., QBS, CQS, and SSS), the Client may use an expanded version of this Form to add columns to request social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier.

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**CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES  
(EXPANDED FORM TO FIN-3 – QBS, CQS, AND SSS)**

**(EXPRESSED IN [INSERT NAME OF CURRENCY\*])**

***Not applicable***



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## Appendix A: Financial Negotiations - Breakdown of Remuneration Rates

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### 1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. The attached sample form in FIN-3 (Sample Form) can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations, the firm shall be prepared to disclose its audited financial statements for the last 3 years to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:

- (i) **Salary.** This is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
- (ii) **Bonuses.** These are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the salary and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted down accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) **Social charges.** These are the costs of non-monetary benefits and may include, among others, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) **Cost of leave.** The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

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

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

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- (v) **Overheads.** These are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In this case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) **Profit.** This is normally based on the sum of the salary, social costs, and overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) **Away from home office allowance or premium or subsistence allowances.** Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of the salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

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## **FORM FIN-4 BREAKDOWN OF OTHER EXPENSES, PROVISIONAL SUMS AND CONTINGENCY**

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

***NOT APPLICABLE***

## Section 5. Eligible Countries

For Contracts to be financed by loans/grants from

### 1. OCR without cofinancing resources:

*Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB member countries obtainable from [www.adb.org/about/members](http://www.adb.org/about/members)*

*EXCEPTION: If any other contract under the project is financed by cofinancing resources that are administered by ADB (other than those listed in paragraph 2 below), then please state "No nationality restrictions apply, other than any restrictions arising from ITC 6.3.2."*

### 2. Regular loan from OCR with cofinancing resources from any one of the following funds:

- (i) Asian Clean Energy Fund,
- (ii) Japan Fund for Poverty Reduction,
- (iii) Investment Climate Facilitation Fund,
- (iv) Japan Fund for the Joint Credit Mechanism, and
- (v) e-Asia and Knowledge Partnership Fund,

*Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB member countries obtainable from [www.adb.org/about/members](http://www.adb.org/about/members)*

### 3. Concessional loan from OCR with cofinancing resources from any one of the following funds:

- (i) Asian Clean Energy Fund,
- (ii) Japan Fund for Poverty Reduction,
- (iii) Japan Fund for Public Policy Training,
- (iv) Japan Fund for Information and Communication Technology,
- (v) Investment Climate Facilitation Fund, and
- (vi) e-Asia and Knowledge Partnership Fund,

*Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB member countries obtainable from [www.adb.org/about/members](http://www.adb.org/about/members)*

### 4. Regular loan from OCR with cofinancing resources other than those listed in paragraph 2 above:

*Please state "No nationality restrictions apply, other than any restrictions arising from ITC 6.3.2."*

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**5. Concessional loan from OCR with cofinancing resources other than those listed in paragraph 3 above:**

*Please state “No nationality restrictions apply, other than any restrictions arising from ITC 6.3.2.”*

**6. ADF without cofinancing resources:**

*Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB developed member countries that have contributed to ADF resources, and all ADB developing member countries.*

*EXCEPTION: If any other contract under the project is financed by cofinancing resources that are administered by ADB (other than those listed in paragraph 7 below), then please state “No nationality restrictions apply, other than any restrictions arising from ITC 6.3.2.”*

**7. ADF with cofinancing resources from any one of the following funds:**

- (i) Asian Clean Energy Fund,**
- (ii) Japan Fund for Poverty Reduction,**
- (iii) Japan Fund for Public Policy Training,**
- (iv) Japan Fund for Information and Communication Technology,**
- (v) Investment Climate Facilitation Fund, and**
- (vi) e-Asia and Knowledge Partnership Fund,**

*Unless a waiver of ADB member country procurement eligibility restrictions was approved by the ADB Board of Directors, please insert the most recent list of ADB developed member countries that have contributed to ADF resources, and all ADB developing member countries.*

**8. ADF with cofinancing resources other than those listed in paragraph 7 above:**

*Please state “No nationality restrictions apply, other than any restrictions arising from ITC 6.3.2.”*



## Section 6. Bank's Anticorruption Policy

*[Notes to the Client: this Section 6 shall not be modified]*

### Anticorruption Policy

ADB requires borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, bidders suppliers, contractors, consultants, subcontractors, subconsultants and agents (including their respective officers, directors, employees and personnel) under ADB-financed contracts, to observe the highest standard of ethics during the selection process and in execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.
  - (ii) "Fraudulent practice" means any action 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) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.
  - (iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
  - (v) Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.
  - (vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
  - (vii) Integrity violation is any act which violates ADB's Anticorruption Policy, including items (i) to (vi) above and the following: obstructive practice, abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.
- (b) will reject a proposal for an award if it determines that the Consultant recommended for the award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate

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action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>9</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations. ADB reserves the right to publish any debarment; and
- (e) will have the right to require that a provision be included in request for proposals and in Contracts financed, administered or supported by ADB, requiring Consultants and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel to permit ADB or its representative to inspect their accounts and records and other documents relating to the selection process and contract performance and to have them audited by auditors appointed by ADB.

All Bidders, Consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing or examination requested by ADB;
- (f) providing all other information relevant for the exercise of ADB's audit or inspection rights; and
- (g) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

All bidders, Consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

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<sup>9</sup> Whether as a Consultant, Sub-Consultant or Key Expert; or in any other capacity specified in the Contract



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The Borrower hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Consultant or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.



## Section 7. Terms of Reference

### TERMS OF REFERENCE (TOR) Skills Training and Education Pathways Up-gradation Project (STEP-UP) Critical Skills Training (CST Year 4) NCS-09

#### 1. Background

As per the 12<sup>th</sup> Five Year Plan (FYP) Human Resource Development (HRD) Masterplan for the Economic Sectors (2018-23), Critical Skills Development has been identified as a key strategy to address youth unemployment in the 12th FYP Period. Under the STEP-UP Project, the Department of Workforce Planning and Skills Development (DWPSD), Ministry of Education and Skills Development (MoESD) will be skilling around 1000 individuals in the 12th FYP period. To achieve the project target and to provide employable skills, the DWPSD plans to provide skills to 225 job seekers in FY 2022-2023. The areas identified are in accordance to the labour market needs, the 12th FYP HRD Masterplan, Bhutan Workforce Futures 2022, and other key HRD/workforce plan documents of the MoESD.

The critical skills training (CST) will be implemented in partnership with different training providers. Training providers will be responsible for all aspects of skilling and certification. In this TOR, proposal is sought for following skills areas:

Lot	Training Area	Level	Slot
Lot 1	Graphic and Design	Institute Certification	25
Lot 2	Video Making and Content Creation		25
Lot 3	Web Design using WordPress and Squarespace		25
Lot 4	Music Making and Production		25
Lot 5	Photography Design and Editing		25
Lot 6	Bartending		25
Lot 7	Commercial Accounting		25
Lot 8	Bakery Confectionary and Barista		25
Lot 9	Fast Food Production		25
<p><b>Note:</b> The minimum qualification of the applicants must be as per the endorsed curriculum and the duration of the program should be 4 months inclusive of 5 weeks of soft skills from edX (online) and 3 weeks of Entrepreneurship Training.</p>			

#### 1.1 Objective

- a) Create pool of skilled workforce targeted at gainful employment (including self-employment) opportunities; and
- b) Meet the critical HR requirement of the economy through supply of skilled and competent workforce.

## 2. Roles and Responsibilities of Training Provider

The training providers shall have the following roles and responsibilities:

### A. Pre-Training

The successful training institute, on receipt of the work order and signing up of the contract agreement with the MoESD, must:

- a) Advocate and mobilize participants for the program within 30 days from the date of signing the contract;
- b) Ensure documentation of the participants as follows:
  - i. Duly filled Pre-Service HRD form (can be downloaded from MoESD website),
  - ii. Education Qualification certificate/transcript,
  - iii. Copy of valid security clearance, and
  - iv. Valid CID copy.
- c) Ensure selection of the trainees as per the endorsed curriculum;
- d) Arrange training halls with the required training equipment and materials prior to training commencement;
- e) Submit the participants list (**Annexure 1**) to the DWPSD for endorsement;
- f) Sign undertaking with the selected candidates to ensure successful completion of training; and
- g) Display training banner at the training facility in the format provided by the DWPSD.

### B. During the Training/Skilling

During the training program, the training service provider must:

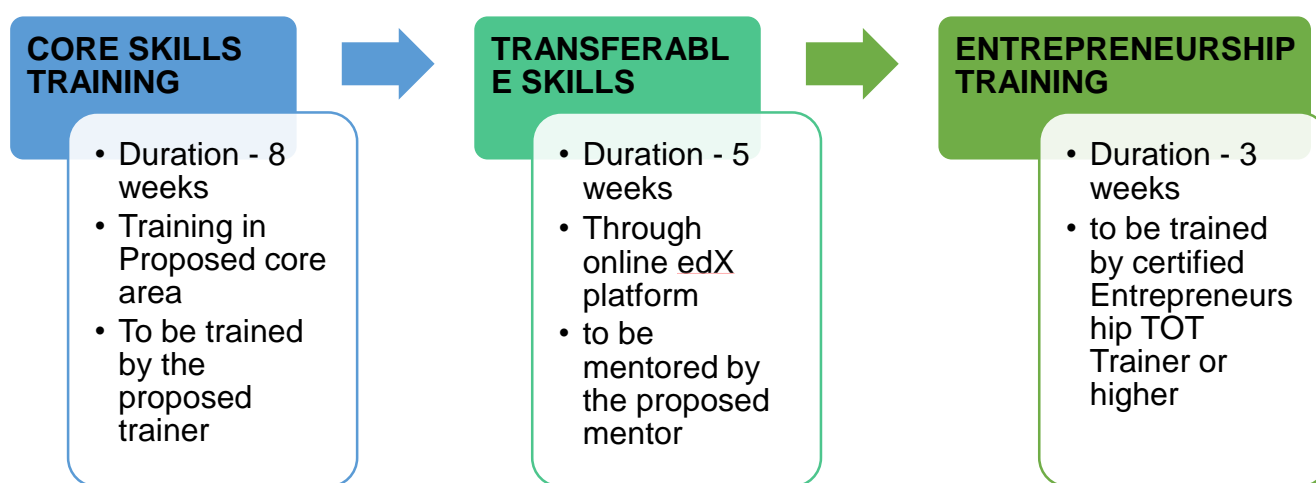
- a) Ensure the training is delivered in accordance with the endorsed curriculum (as per course content specified in the **Annexure 4**). However, training content need not be limited to the contents specified in Annexure 4;
- b) Ensure provision of monthly stipend of Nu. 1,500 for the training duration;
- c) Make training resources (trainers, curriculum, classrooms, required training equipment/materials and strong internet facility) available for skills delivery, in timely manner;
- d) Ensure effective monitoring mechanism during training delivery, through program briefing, maintain daily attendance (as per the format provided by DWPSD in **Annexure 2**);
- e) Coordinate and report to the program coordinator of DWPSD on the training processes and training delivery;
- f) Carry out regular mentoring, monitoring and assessment of the trainees during the 5 weeks online transferable skills through edX; and
- g) Provide 3 weeks entrepreneurship development training to the trainees after successful completion of the online learning through edX.

### C. Post Training/Skilling

After completion of the training, the training service provider must:

- a. Provide training certificate; and
- b. Submit training completion report to the DWPSD, MoESD within 2 weeks from completion date.

### 3. Training Modality



### 4. Roles and Responsibilities of DWPSD, MoESD

The DWPSD shall:

- a) Announce and advocate the program and training partners in its website and other media;
- b) Verify and approve selected participants for the program within 5 working days of the submission by the training provider;
- c) Provide edX access license;
- d) Make training cost payment to the training service providers as per the payment terms defined in this TOR;
- e) Conduct monitoring of the program and provide necessary feedback; and
- f) Coordinate with the Institute Program Coordinator for effective implementation of training program.

### 5. Reports

The training report must contain the following documents:

- a) List of trainees who successfully completed the training,
- b) Report on skills taught during the training,
- c) Daily attendance copy counter signed by the trainer/program coordinator,
- d) Duly signed stipend payment sheet (as per **Annexure 3**),
- e) Analysis of the trainee's feedback on the training,

- f) Pictures taken during the training, and
- g) Copy of training certificates.

## 6. Cost of Training

The training service provider should propose cost per participant for the entire duration of the program including:

- a) Monthly stipend of Nu. 1,500 to all participants during the training,
- b) Printing of banner and certificates,
- c) Cost for implementation of proposed core skills training and entrepreneurship training, and
- d) Cost of mentoring the online learning through edX.

## 7. Payment Terms and Schedule

Payment of training cost will be broken down different parts as follows:

Payment	Time of payment	Documents required
Part 1 Payment – 30% of the contract amount	On successful enrollment and commencement of the program.	List of participants; program commencement letter and invoice
Part 2 Payment – 40% of the contract amount	On completion of core skills training	Verified 2 months attendance sheet, core skills assessment report of trainees and invoice
Part 3 payment – 30% of the contract amount	After completion of the training and award of Institute Certification	Training completion report as per the clause 4 of the ToR and invoice

**Condition:** In case of withdrawal by a candidate for reasons other than ill health, the earlier payment will be recovered from the subsequent payment.

## 8. Eligibility of Trainees

The trainees enrolled for training should fulfill the following requirements:

- a. Be registered as job seekers;
- b. Have valid security clearance certificate;
- c. Have valid Citizenship Identity card (CID);
- d. Have minimum qualification as per the endorsed curriculum for each skills area;
- e. Must be 18 years and above at the time of application deadline; and
- f. Special consideration for enrollment will be provided to people with disabilities.

### 9. Team Composition and Qualifications Requirement of Key Experts

A maximum of four Bhutanese key experts should be identified in line with the proposed course.

SN	Key Experts	Qualification
1	Lead Trainer	Minimum of class X with training in relevant field and 3 years of relevant experience in the field of proposed course
2	Mentor	Minimum of Diploma in IT with relevant experience of 2 years
3	Program Coordinator	Minimum of class XII with 2-year program/training/project coordination experience
4	Entrepreneurship Trainer	ToT in entrepreneurship development program or higher with minimum of 3 entrepreneurship training delivered.

### 10. Contract Duration

The form of Contract used will be a lump sum Contract. In general, the Contract duration for the program will be 6 months.

#### Annexure 1

Details of Selected Candidates							
Name of Training Institute:							
Name of Skills Area:							
SN	Name of Candidates	Sex	Qualification	CID Number	Job seeker no	Dzongkhag	Contact Number
1							
2							
3							
...							
Seal and Sign of Institute/Program Coordinator							

**Annexure 2**

Daily Attendance of the participants								
Month:								
Name of Training Institute:								
Name of Skills Area:								
SN	Name of Trainees	CID Number	Signature of the Trainees					
			Day 1	Day 2	Day 3	Day 4	Day 5	....
1								
2								
3								
...								
Seal and Sign of Institute/Program Coordinator								

**Annexure 3**

Receipt of the Monthly Allowance				
Name of Course:				
Name of Training Institute:				
Month/Year:				
SN	Name of Candidates	CID Number	Amount	signature on Revenue Stamp
1				
2				
3				
...				
Seal and Sign of Institute/Program Coordinator				



**Annexure 4**

**Course Content**

Course Content to be incorporated while developing course curriculum (but not limited to) in the following areas/topics:

SN	Training Area	Course Content
Lot 1	Graphic and Design	<ol style="list-style-type: none"> <li>1. Introduction to Graphic Deign</li> <li>2. Introduction to Photoshop</li> <li>3. Basic Photo Correction</li> <li>4. Working with Selections</li> <li>5. Layers</li> <li>6. Quick Corrections</li> <li>7. Marks and Channels</li> <li>8. Topographic Design</li> <li>9. Vector Drawing and Composition</li> <li>10. Painting with mixture brush</li> <li>11. Neutral Filter and saving the files</li> <li>12. Project to the trainees</li> <li>13. Introduction to InDesign</li> <li>14. Master Pages</li> <li>15. Text and Type</li> <li>16. Styles and Graphics</li> <li>17. Tables</li> <li>18. Usage of Colors</li> <li>19. Pre-flight, printing and PDFs</li> <li>20. Project to the trainees</li> <li>21. 3 weeks entrepreneurship course</li> </ol>
Lot 2	Video Making and Content Creation	<ol style="list-style-type: none"> <li>1. Introduction and practice Camera, Lighting and color</li> <li>2. Visual Story Telling</li> <li>3. Photography</li> <li>4. Digital Designs</li> <li>5. Scripts</li> <li>6. Screenplay</li> <li>7. Direction</li> <li>8. Video shooting</li> <li>9. Visual editing</li> <li>10. Sound editing</li> <li>11. Project to the trainees</li> <li>12. 3 weeks entrepreneurship course</li> </ol>

*Terms of Reference (ToR) for Critical Skills Training (ADB STEP-UP) 2022-2023*

Lot 3	Web Design using WordPress and Squarespace	<ol style="list-style-type: none"> <li>1. Web design using WordPress</li> <li>2. Website design using Squarespace</li> <li>3. Project to the trainees to design and creation of website using both WordPress and Squarespace</li> <li>4. 3 weeks entrepreneurship course</li> </ol>
Lot 4	Music Making and Production	<ol style="list-style-type: none"> <li>1. Introduction to music genres</li> <li>2. Production and music theory</li> <li>3. Audio engineering principals</li> <li>4. Audio Engineering Tools</li> <li>5. Designing a Vocal Booth</li> <li>6. Digital Audio Workstation (DAW)</li> <li>7. Recording and Making Music</li> <li>8. Tracks and Effects</li> <li>9. Vocal and Modulation Techniques</li> <li>10. Project to the trainees</li> <li>11. 3 weeks entrepreneurship course</li> </ol>
Lot 5	Photography Design and Editing	<ol style="list-style-type: none"> <li>1. Camera use and techniques</li> <li>2. Lighting techniques</li> <li>3. Color and design theory</li> <li>4. Photography techniques</li> <li>5. Photo design and editing using photoshop</li> <li>6. Projects to the trainees</li> <li>7. 3 weeks entrepreneurship course</li> </ol>
Lot 6	Bar tendering	<ol style="list-style-type: none"> <li>1. Introduction to Bar Management</li> <li>2. Classification of Tools and equipment</li> <li>3. Classification of beverages</li> <li>4. Serving techniques</li> <li>5. Preparing cocktails</li> <li>6. Preparing mocktails</li> <li>7. Wine service</li> <li>8. Stock control</li> <li>9. Costing</li> <li>10. Cashiering</li> <li>11. Customer services</li> <li>12. Project to the trainees</li> <li>13. 3 weeks entrepreneurship course</li> </ol>
Lot 7	Commercial Accounting	<ol style="list-style-type: none"> <li>1. Prepare journal entries,</li> <li>2. Maintain bills payable and receivable books,</li> <li>3. Prepare trial balance,</li> <li>4. Prepare payroll records,</li> <li>5. Prepare bank reconciliation statement (BRS),</li> <li>6. Prepare income statement,</li> <li>7. Prepare statement of financial position</li> <li>8. Project to the trainees</li> <li>9. 3 weeks entrepreneurship course</li> </ol>

*Terms of Reference (ToR) for Critical Skills Training (ADB STEP-UP) 2022-2023*

Lot 8	Bakery Confectionary and Barista	<ol style="list-style-type: none"> <li>1. Kitchen Management</li> <li>2. Produce cookies</li> <li>3. Produce bread</li> <li>4. Produce donut</li> <li>5. Produce puff pastry</li> <li>6. Produce choux pastry</li> <li>7. Produce cup cake</li> <li>8. Produce cake</li> <li>9. Produce designer cake</li> <li>10. Prepare burger</li> <li>11. Prepare pizza</li> <li>12. Prepare hot coffee</li> <li>13. Prepare cold coffee</li> <li>14. Project to the trainees</li> <li>15. 3 weeks entrepreneurship course</li> </ol>
Lot 9	Fast Food Production	<ol style="list-style-type: none"> <li>1. Kitchen Management</li> <li>2. Prepare Potato Items</li> <li>3. Prepare Hot Dog</li> <li>4. Prepare Burger Items</li> <li>5. Prepare Sandwich Items</li> <li>6. Prepare Pizza Items</li> <li>7. Prepare Pasta Items</li> <li>8. Prepare Noodle Items</li> <li>9. Prepare Burritos</li> <li>10. Prepare Fried Chicken Items</li> <li>11. Prepare Fish Items</li> <li>12. Prepare Kebab items</li> <li>13. Prepare Indian Fast-Food Items</li> <li>14. Project to the trainees</li> <li>15. 3 weeks entrepreneurship course</li> </ol>



## **Section 8. Conditions of Contract and Contract Forms**

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**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump Sum**

**Project Name** \_\_\_\_\_

**Grant No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
**Name of the Client**

**and**

\_\_\_\_\_  
**Name of the Consultant**

**Dated:** \_\_\_\_\_

## I. Form of Contract

### LUMP SUM

*Text in brackets and/or italics is optional; all notes should be deleted in the final contract*

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient or Beneficiary]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

**[Note:** *If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the Joint Venture) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract: [name of member] and [name of member] (hereinafter called the "Consultant").]*

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (c) the Client has received *[or has applied for]* a loan *[or grant or financing]* from the Asian Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan or grant or financing]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) these payments will be subject, in all respects, to the terms and conditions of the *[loan or grant or financing]* agreement, including prohibitions of withdrawal from the *[loan or grant or financing]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan or grant or financing]* agreement or have any claim to the *[loan or grant or financing]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1: Anticorruption Policy);
  - (b) The Special Conditions of Contract;

- (c) Appendices:
  - Appendix A: Terms of Reference
  - Appendix B: Key Experts
  - Appendix C: Breakdown of Contract Price
  - Appendix D: Form of Advance Payments Guarantee

If there is any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client 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 on the day and year first above written.

For and on behalf of *[Name of Client]*

\_\_\_\_\_  
*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

**[Note:** 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.

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

\_\_\_\_\_  
*[Authorized Representative on behalf of a Joint Venture]*  
*[add signature blocks for each member if all are signing]*



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- (a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (b) “Applicable Guidelines” are guidelines or policies of the Asian Development Bank governing the selection and Contract award process as specified in the **Special Conditions of Contract (SCC)**.
- (c) “Applicable Law” are the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **(SCC)**, as they may be issued and in force from time to time.
- (d) “Bank” refers to the Asian Development Bank.
- (e) “Borrower [*or Recipient or Beneficiary*]” refers to the Government, Government agency or other entity that signs the financing [*or loan or grant or project*] agreement with the Bank.
- (f) “Client” refers to the [*implementing or the executing*] agency that signs the Contract for the Services with the Selected Consultant.
- (g) A “Consultant” is a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (h) A “Contract” is the legally binding signed written agreement between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions [GCC], SCC, and the Appendices).
- (i) A “Day” is a working day unless indicated otherwise.
- (j) “Effective Date” refers to the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (k) “Experts” are, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or Joint Venture (JV) member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (l) “Foreign Currency” is any currency other than the currency of the Client’s country.
- (m) “GCC” refers to these General Conditions of Contract.
- (n) “Government” refers to the government of the Client’s country.
- (o) “Joint Venture (JV)” is an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the

JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (p) “Key Expert” refers to an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (q) “Local Currency” is the currency of the Client’s country.
- (r) “Non-Key Expert(s)” is an individual professional provided by the Consultant or its Sub-Consultant to perform the Services or any part thereof under the Contract.
- (s) “Party” refers to the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (t) The “Special Conditions of Contract (SCC)” can amend or supplement but not overwrite the GCC.
- (u) “Services” refers to the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) “Sub-consultant” is an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (w) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.

## **2. Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **3. Law Governing Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law as specified in the **SCC**.

## **4. Language**

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

## **5. Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

## **6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

**7. Location**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**8. Authority of Member in Charge**

8.1. In case the Consultant is a JV, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

**10. Corrupt and Fraudulent Practices**

10.1. The Bank requires compliance with its Anticorruption Policy as set forth in **Attachment 1** to the GCC.

**Commissions and Fees**

10.2. The Client requires the Consultant to disclose any commissions, gratuities, or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in the termination of the Contract and/or remedial actions including sanctions by the Bank.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client'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 **SCC** have been met.

**12. Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than 22 days written notice to the other Party, declare this Contract to be null and void, and in the event of

such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**13. Commencement of Services**

13.1. The Consultant shall confirm the availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

**14. Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

**15. Entire Agreement**

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein.

**16. Modifications or Variations**

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

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

**17. Force Majeure**

**a. Definition**

17.1. For the purposes of this Contract, "Force Majeure" means an event beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. Examples include, but are not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes and lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Consultants or agents or employees, nor (ii) any event a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken** 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party as soon as possible, and in any case not later than 14 calendar days following its occurrence, providing evidence of the nature and cause of the event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. 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 the Party was unable to perform the action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 and 45.

## **18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that the notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy the failure within a period not exceeding 30 calendar days after receipt by the Consultant of the notice of suspension.

**19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

**a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause occurs. In this case, the Client shall give at least 30 calendar days' written notice of termination to the Consultant for the events referred to in (a) to (d); at least 60 calendar days' written notice in case for the event referred to in (e); and at least five (5) calendar days' written notice for the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant (or, if the Consultant consists of more than one entity, if any of its members) becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (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 60 calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; or
- (f) If the Consultant fails to confirm the availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practices or other integrity violations, in competing for or in executing the Contract, the Client may, after giving 14 calendar days' written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause occurs.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within 45 calendar days after receiving a written notice from the Consultant that the 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 60 calendar days;
  - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1; or
  - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within 45 days (or a longer period that the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying the breach.
  
- c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right a Party may have under the Applicable Law.
  
- d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of the notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant, the Consultant shall proceed as provided by Clause GCC 27. For equipment and materials furnished by the Client, the Consultant shall refer to GCC 28.
  
- e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall pay the Consultant the following:

  - (a) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services 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 Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-Consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-Consultants as may be approved in advance by the Client. Notwithstanding this approval, the Consultant shall retain full responsibility for the Services.

**b. Law Applicable to Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, *[the Borrower's/Beneficiary's]* country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after being notified, respect these customs.

### 21. Conflict of Interests

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

**Consultant Not to Benefit from**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 to GCC 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own



<b>Commissions, Discounts, etc.</b>	benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any additional payment.
<b>Consultant and Affiliates Not to Engage in Certain Activities</b>	21.1.2 If the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise this responsibility in the best interests of the Client. Any discounts or commissions obtained by the Consultant in procuring goods, works, or services shall be for the account of the Client.  21.1.3 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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the <b>SCC</b> .
<b>Prohibition of Conflicting Activities</b>	21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Consultants 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.
<b>Strict Duty to Disclose Conflicting Activities</b>	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of their Client, or that may reasonably be perceived as having this effect. Failure to disclose these situations may lead to the disqualification of the Consultant or the termination of its Contract.
<b>22. Confidentiality</b>	22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 Experts make public the recommendations formulated in the course of, or as a result of, the Services public.
<b>23. Liability of the Consultant</b>	23.1 Subject to additional provisions, if any, set forth in the <b>SCC</b> , the Consultant's liability under this Contract shall be as determined under the Applicable Law.

- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that the insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that the insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-Consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site, assets, and/or all accounts and records relating to the performance of the Contract and the selection process to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, among others, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute an integrity violation subject to contract termination (as well as to a determination of ineligibility under the Bank's Anticorruption Policy and Integrity Principles and Guidelines.)
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit the reports and documents specified in **Appendix A** to the Client, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records**
- 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, or supporting records or materials compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall deliver all such documents to the Client, together with a detailed inventory thereof not later than upon termination or expiration of this Contract. The Consultant may retain a copy of these documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and at its discretion, the Client shall be entitled to require recovering the expenses related to the development of the

program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

28.1 Equipment, vehicles, and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make an inventory of such equipment, vehicles, and materials available to the Client and shall dispose of the equipment, vehicles, and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles, and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**29. Description and Obligations of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 The Consultant shall require all Experts and Sub-consultants to observe the highest level of ethical and behavioral standards and shall refrain from any form of bullying, harassment, discrimination and misconduct including sexual harassment and abuse and shall, at all times, behave in a manner that creates an environment free of bullying, harassment, discrimination and misconduct.

29.3 If the Consultant becomes aware that an Expert or Sub-consultant may have been involved in any form of bullying, harassment, discrimination or misconduct, the Consultant shall immediately inform the Client of the issue and provide the Client with (a) as much information concerning the issue as is reasonably available to the Consultant, (b) a description of what investigation, review or other steps the Consultant is taking with respect to such issue, and (c) any additional information that the Client may require. If the Consultant receives or becomes aware of any allegation or report of possible bullying, harassment, discrimination or misconduct by any Expert or Sub-consultant, the Consultant shall take reasonable and immediate steps to investigate or verify such incident rigorously, diligently and expeditiously, and shall ensure that it has the power and legal authority to suspend or terminate such Expert or Sub-consultant. If the Client determines in its sole discretion that any possible allegation or report of possible bullying, harassment, discrimination or misconduct by any Expert or Sub-consultant could adversely affect people working at or associated with the project or the reputation of the Client or Government (or agency of the

Government), then the Consultant shall, forthwith at the request of the Client, suspend or physically separate such Expert or Sub-consultant from the project and such persons.

### 30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding GCC 30.1, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In this case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

### 31. Removal of Experts or Sub-Consultants

31.1 If the Client or the Consultant finds that any of the Experts or Sub-Consultant has breached Clause 29.2 or has been charged with having committed a criminal action, or if the Client determines that the Consultant's Expert or Sub-Consultant has engaged in corrupt, fraudulent, collusive, or coercive *[or obstructive]* practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-Consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-Consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## E. OBLIGATIONS OF THE CLIENT

### 32. Assistance and Exemptions

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and other documents necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

- (d) Issue all instructions and information to officials, agents and representatives of the Government that may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant, the Experts, and any Sub-Consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-Consultants and their Experts with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

**33. Access to Project Site**

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site as required to perform the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and Experts of liability for any such damage, unless the damage was caused by the willful default or negligence of the Consultant or any Sub-Consultants or their Experts.

**34. Change in the Applicable Law Related to Taxes and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties that increases or decreases the cost incurred by the Consultant in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1.

**35. Services, Facilities and Property of the Client**

35.1 The Client shall make the services, facilities, and property described in the Terms of Reference (**Appendix A**) available to the Consultant and the Experts for the purposes of the Services and free of any charge, the at the times and in the manner specified in said **Appendix A**.

**36. Counterpart Personnel**

36.1 The Client shall make such professional and support counterpart personnel available to the Consultant free of charge. These personnel shall be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding the Client's liaison personnel, shall work under the exclusive direction

of the Consultant. If any member of the counterpart personnel fails to adequately perform any work assigned to the member by the Consultant that is consistent with the position occupied by the member, the Consultant may request the replacement of the member, and the Client shall not unreasonably refuse to act upon the request.

**37. Payment  
Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall pay the Consultant for the deliverables specified in **Appendix A** and in the manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**39. Taxes and Duties**

39.1 The Consultant, Sub-Consultants, and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes and other local taxes which are not included in the Consultant's Financial proposal in accordance with ITC 25, which are itemized and finalized at Contract negotiations, are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**40. Currency of  
Payment**

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

**41. Mode of Billing and  
Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in Lump Sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 **Advance payment.** Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the Lump Sum installments

specified in the **SCC** until the advance payments have been fully set off.

**41.2.2 Lump Sum installment payments.** The Client shall pay the Consultant within 60 days after the receipt by the Client of the deliverable(s) and the cover invoice for the related Lump Sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same 60-day period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

**41.2.3 Final payment.** The final payment under this Clause shall be made only after the Consultant has submitted and the Client has approved the final report as satisfactory. The Services shall then be deemed completed and finally accepted by the Client. The last Lump Sum installment shall be deemed approved for payment by the Client within 90 calendar days after receipt of the final report by the Client unless the Client, within this 90-calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services and the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

**41.2.4** All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

**41.2.5** With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**42. Interest on Delayed Payments**

**42.1** If the Client had delayed payments beyond 15 days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, the due date for each day of delay at the annual rate stated in the **SCC**.

**G. FAIRNESS AND GOOD FAITH**

**43. Good Faith**

**43.1** 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.

**H. SETTLEMENT OF DISPUTES**

**44. Amicable Settlement**

**44.1** The Parties shall seek to resolve any dispute amicably by mutual consultation.

**44.2** If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party

receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 45.1 shall apply.

- 45. Dispute Resolution** 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication or arbitration in accordance with the provisions specified in the **SCC**.

### **I. ELIGIBILITY**

- 46. Eligibility** 46.1 Compliance with the Bank's eligibility policy is required throughout the Contract's execution.



## II. General Conditions

### Attachment 1: Bank's Anticorruption Policy

*[“Notes to the Client”: the text in this Attachment 1 shall not be modified]*

#### Anticorruption Policy

ADB requires borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, bidders suppliers, contractors, consultants, subcontractors, subconsultants and agents (including their respective officers, directors, employees and personnel) under ADB-financed contracts, to observe the highest standard of ethics during the selection process and in execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.
  - (ii) “Fraudulent practice” means any action 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) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.
  - (iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
  - (v) Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.
  - (vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
  - (vii) Integrity violation is any act which violates ADB's Anticorruption Policy, including items (i) to (vi) above and the following: obstructive practice, abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.
- (b) will reject a proposal for an award if it determines that the Consultant recommended for the award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement

or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>10</sup> in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations. ADB reserves the right to publish any debarment; and
- (e) will have the right to require that a provision be included in request for proposals and in Contracts financed, administered or supported by ADB, requiring Consultants and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel to permit ADB or its representative to inspect their accounts and records and other documents relating to the selection process and contract performance and to have them audited by auditors appointed by ADB.

All Bidders, Consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing or examination requested by ADB;
- (f) providing all other information relevant for the exercise of ADB's audit or inspection rights; and
- (g) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

All bidders, Consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such

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<sup>10</sup> Whether as a Consultant, Sub-Consultant or Key Expert; or in any other capacity specified in the Contract

sub-consultants, Subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

The Borrower hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Consultant or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.



### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																
1 (b)	<p><b><u>Applicable Guidelines</u></b>                      ADB Procurement Policy 2017 (Policy) and Procurement Regulations for ADB Borrowers 2017 (as amended from time to time) (Procurement Regulations)</p>																
1 (c) and 3.1	<p><b><u>Applicable Law</u></b>                      The Contract shall be construed in accordance with the law of Kingdom of Bhutan.</p>																
4.1	<p><b><u>Language</u></b>                      The language is English.</p>																
6.1 and 6.2	<p><b><u>Contact Details</u></b></p> <table border="1" data-bbox="518 1014 1419 1581"> <tr> <td data-bbox="518 1014 880 1115">Client:</td> <td data-bbox="880 1014 1419 1115"><b>Norbu Wangchuk, Project Director, MoESD</b></td> </tr> <tr> <td data-bbox="518 1115 880 1182">Attention:</td> <td data-bbox="880 1115 1419 1182">nwangchuk@moesd.gov.bt</td> </tr> <tr> <td data-bbox="518 1182 880 1249">Facsimile:</td> <td data-bbox="880 1182 1419 1249"></td> </tr> <tr> <td data-bbox="518 1249 880 1316">E-mail (where permitted):</td> <td data-bbox="880 1249 1419 1316"></td> </tr> <tr> <td data-bbox="518 1316 880 1383">Consultant:</td> <td data-bbox="880 1316 1419 1383"></td> </tr> <tr> <td data-bbox="518 1383 880 1451">Attention:</td> <td data-bbox="880 1383 1419 1451"></td> </tr> <tr> <td data-bbox="518 1451 880 1518">Facsimile:</td> <td data-bbox="880 1451 1419 1518"></td> </tr> <tr> <td data-bbox="518 1518 880 1581">E-mail (where permitted):</td> <td data-bbox="880 1518 1419 1581"></td> </tr> </table>	Client:	<b>Norbu Wangchuk, Project Director, MoESD</b>	Attention:	nwangchuk@moesd.gov.bt	Facsimile:		E-mail (where permitted):		Consultant:		Attention:		Facsimile:		E-mail (where permitted):	
Client:	<b>Norbu Wangchuk, Project Director, MoESD</b>																
Attention:	nwangchuk@moesd.gov.bt																
Facsimile:																	
E-mail (where permitted):																	
Consultant:																	
Attention:																	
Facsimile:																	
E-mail (where permitted):																	
9.1	<p><b><u>Authorized Representatives</u></b>                      The Authorized Representatives are:                      For the Client: <b>Norbu Wangchuk, Project Director</b>                      For the Consultant: <i>[insert name, title]</i>_____</p>																

11.1	<p><b><u>Conditions of Effectiveness of Contract</u></b> Effective from the date mentioned in the Notice to Proceed letter</p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b> The time period shall be 30 days from the date the Contract was signed</p>
13.1	<p><b>Commencement of Services:</b> The number of days shall be 14 days after the effective date of Contract. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p><b><u>Contract Period</u></b> Expiration of Contract: The time period shall be <b>6 months</b> after the effective date of Contract.</p>
21.1.3	<p><b><u>Conflict</u></b> The Client may disqualify the Consultant from providing goods, works, or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p>
23.1	<p><b><u>Consultant's Liability</u></b> No additional provisions.</p>
24.1	<p><b><u>Insurance Coverage</u></b> The insurance coverage against the risks shall be as follows: Compensation insurance with respect to any such life, health, accident, travel, or other insurance as appropriate;</p>
27.1	<p><b><u>Exceptions to Proprietary Rights</u></b> Not applicable</p>

32.1(g)	<p><b><u>Other Assistance to be Provided by Client</u></b></p> <p>The MoESD shall:</p> <ul style="list-style-type: none"> <li>• Announce training areas and details of eligibility for the prospective trainees, in its website and media;</li> <li>• Support in mobilization of trainees;</li> <li>• Verify and approve trainees selected for the program within 10 working days of the submission of the trainees list;</li> <li>• Make payment to the training providers as per the payment terms defined in this TOR; and</li> <li>• Conduct monitoring of the training program and provide necessary feedbacks.</li> </ul>
38.1	<p><b><u>Contract Price</u></b></p> <p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable and whether its inclusive or exclusive of local indirect taxes and other local taxes which are not included in the Consultant’s Financial proposal in accordance with ITC 25.]</i></p>
39.1 and 39.2	<p><b><u>Taxes and Duties</u></b></p> <p>Liable as per the Tax Act of Royal Government of Bhutan</p>
41.2	<p>The payment schedule:</p> <p>As per the TOR</p>
41.2.1	<p><b><u>Advance Payment</u></b></p> <p>Not applicable</p>
41.2.4	<p><b><u>The Consultant’s Accounts</u></b></p> <p><b>The accounts are:</b></p> <p>for local currency: <i>[insert account]</i>.</p>
42.1	<p><b><u>Interest rate on delayed payments</u></b></p> <p><b>The interest rate is:</b> <u>The interest rate as per existing rate of Royal Monetary Authority (RMA).</u></p>
45.1	<p><b><u>Dispute Resolutions</u></b></p>

	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"><li>1. <b>Selection of Arbitrators.</b> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:<ol style="list-style-type: none"><li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within 30 days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <b>Bhutan Alternative Dispute Resolution Center (BADRC)</b> for a list of not fewer than 5 nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within 60 days of the date of the list, BADRC shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li><li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within 30 days after second arbitrator named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by BADRC.</li><li>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within 30 days after the other Party has appointed its arbitrator, the Party that has named an arbitrator may apply to the BADRC 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. <b>Rules of Procedure.</b> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations</li></ol>
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	<p>Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <b>Substitute Arbitrators.</b> If for any reason an arbitrator is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <b>Nationality and Qualifications of Arbitrators.</b> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract.</p> <p>5. <b>Miscellaneous. In any arbitration proceeding hereunder:</b></p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country];</i></p> <p>(b) the <i>[insert type of language]</i> language shall be the official language for all purposes; and</p> <p>(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.</p>
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## **IV. Appendices**

### **APPENDIX A: TERMS OF REFERENCE**

*[Note: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 to TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

### **APPENDIX B: KEY EXPERTS**

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

### **APPENDIX C: BREAKDOWN OF CONTRACT PRICE**

*Insert the table with the unit rates to arrive at the breakdown of the Lump Sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.*

**Model Form I**  
**Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

*(Expressed in [insert name of currency])\**

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
<i>Home Office</i>									
<i>Work in the Client's Country</i>									

<sup>1</sup> Expressed as percentage of 1

<sup>2</sup> Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

*Name and Title:*

