



REQUEST FOR PROPOSALS (RFP)

**Independent Evaluation of Environmental and Social Safeguards for the Bhutan for Life Project
2022**

**Bhutan For Life Fund Secretariat (BFLFS)
Thimphu: Bhutan**

SECTION 1: LETTER OF INVITATION

The Bhutan for Life Fund Secretariat invites Request for Proposals (RFP) to provide the following consulting services:

Independent Evaluation of Environmental and Social Safeguards for the Bhutan for Life Project, 2022. More details on the services are provided in the Terms of Reference.

It is not permissible to transfer this invitation to any other firm.

A Consultant will be selected under *Quality and Cost Based Selection Method* procedures described in this RFP and in accordance with the Operating Manual of BFLFS.

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

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract (Select: Time based or Lump sum)

Please inform us in writing at the following address:

- a) that you received this Letter of Invitation and RFP; and
- b) whether you will submit a proposal alone or in association.

Address for responses:

Executive Director,
Bhutan for Life Fund Secretariat
RTA Complex: Suite 202
Telephone: +975-2-330978

Yours sincerely,

(Dr. Pema Wangda)
Executive Director

SECTION 2: INSTRUCTIONS TO CONSULTANTS

Definitions:

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

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

1. Introduction

- 1.1 The BFLFS named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants should familiarize themselves with local conditions and take these into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a pre-proposal meeting if one is specified in the Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the BFLFS's representative named in the Data Sheet to obtain additional information on the pre-proposal meeting. Consultants should ensure that this official is advised of the proposed attendance at the meeting in adequate time to allow them to make appropriate arrangements.
- 1.3 The BFLFS will provide in timely fashion and at no cost to the Consultant the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.
- 1.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The BFLFS is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2. Conflict of Interest

The BFLFS requires that Consultants provide professional, objective and impartial advice, and at all times hold the BFLFS's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing Consultants, and any of their affiliates, shall be considered to have a conflict of interest, and shall not be recruited, under any of the circumstances set forth below:

a) Conflicting Activities:

A firm that has been engaged by the BFLFS to provide goods, works or services other than Consulting Services for a project, and any of its affiliates, shall be disqualified from providing Consulting Services related to those goods, works or services. A firm hired to provide Consulting Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the firm's Consulting Services for such preparation or implementation. For the purposes of this paragraph, services other than Consulting Services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

b) Conflicting Assignments

A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another BFLFS. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a BFLFS in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment, or otherwise to provide any other services during the preparatory stages of the assignment or of the project of which the assignment forms a part, shall not be hired for the assignment in question

c) Conflicting Relationships:

A Consultant, including its Sub-Consultants, affiliates and the Personnel of any of the foregoing, that has a business relationship with a member of the BFLFS's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict

stemming from this relationship has been resolved in a manner acceptable to the BFLFS throughout the selection process and the execution of the Contract.

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

- 2.1.1 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of the BFLFS, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 2.1.2 When the Consultant nominates any present BFLFS employees, employee of Department of Forest and Park Services (DoFPS) and the present PFL-PCU consultants and their employees associated with BFL funded project as Personnel in its Technical Proposal, such Personnel must have written certification from the BFLFS or DoFPS confirming that:
- a) they are not current employees of the BFLFS, and
 - b) they are on leave without pay from their official position, and
 - c) they are allowed to work full-time outside of their previous official position.

Such certification(s) shall be provided to the BFLFS by the Consultant as part of its Technical Proposal.

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

3. Unfair Advantage

If a Consultant could derive a competitive advantage from having provided Consulting Services related to the assignment in question, the BFLFS shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

4. Fraud and Corruption

4.1 It is BFLFS policy to require that Consultants, their Sub-Consultants and the Personnel of them both observe the highest standards of ethics during the procurement and execution of contracts(1) in pursuance of this policy, the BFLFS

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice"² means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value³ to influence improperly the actions of another party;
 - (ii) "fraudulent practice"⁴ means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice"⁵ means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice"⁶ means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" means:
 - (aa)deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended materially to impede the exercise of the inspection and audit rights of the BFLFS or any organization or person appointed by the BFLFS and/or any relevant BFLFS agency provided for under sub-paragraph

- b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- c) will sanction a Consultant or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an BFLFS-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an BFLFS-financed contract;
- d) will have the right to require that a provision be included in Requests for Proposals and in contracts financed by the BFLFS, requiring Consultants and their Sub-Consultants to permit the BFLFS, any organization or person appointed by the BFLFS and/or any relevant BFLFS agency to inspect their accounts and records and other documents relating to their submission of proposals and contract performance, and to have them audited by auditors appointed by the BFLFS;
- e) requires that Consultants, as a condition of admission to eligibility, execute and attach to their Proposals an Integrity Pact Statement in the form provided in Form TECH-8 of Section 3 as specified in ITC. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Proposal; and
- f) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant BFLFS agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action as per the statutes and provisions of the relevant agency.

4.2 Consultants, their Sub-Consultants, and their affiliates shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the BFLFS in accordance with the above sub-paragraph (c) of this paragraph

4.3 Furthermore, Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract

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

5. Origin of Goods and Consulting Services

Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

- a) as a matter of law or official regulation, BFLFS prohibits commercial relations with that country; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Bhutan prohibits any imports of goods or services from that country or any payments to persons or entities in that country.

6. Only one Proposal per Consultant

A Consultant may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, in more than one proposal.

7. Proposal Validity

The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The BFLFS will make its best efforts to complete negotiations within this period. Should the need arise, however, the BFLFS may request Consultants in writing to extend the validity period of their proposals. Consultants who agree to such extension shall confirm in writing that they maintain the availability of the Professional staff nominated in the Proposal or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

8. Eligibility of Consultants

8.1. The BFLFS permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for BFLFS projects.

8.2. Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the BFLFS in the Applicable Regulations.

8.3. In case a shortlisted Consultant intends to associate with other Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the same eligibility criteria as are stipulated for the Consultant.

9. Exclusion of Consultant or Sub-Consultants

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

- a) it is insolvent or is in receivership or is a bankrupt or is in the process of being wound up, or has entered into an arrangement with creditors; or
- b) its affairs are being administered by a court, judicial officer or by an appointed liquidator; or
- c) it has suspended business, or is in any analogous situation arising from similar procedures under the laws and regulations of its country of establishment; or
- d) it has been found guilty of professional misconduct by a recognized tribunal or professional body; or
- e) it has not fulfilled its obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which it is established or of the Kingdom of Bhutan; or
- f) it is or has been guilty of serious misrepresentation in supplying information in its tender or in the prior process leading to it being classified as a shortlisted Consultant; or
- g) it has been convicted for fraud and/or corruption by a competent authority; or
- h) it has not fulfilled any of its contractual obligations with the BFLFS in the past; or
- i) he has been debarred from participation in public procurement by any competent authority as per law.

10. Contents, Clarification and Amendment of the RFP Document

10.1. The RFP document comprises:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract (attach time-based or Lump sum as appropriate)

10.2. Consultants may request a clarification of any part of the RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing to the BFLFS's address indicated in the Data Sheet. The BFLFS will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of the inquiry) to all Consultants. Should the BFLFS deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 10.4 below.

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

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

11. Preparation of Proposals

11.1 The Proposal, as well as all related correspondence exchanged by the Consultant and the BFLFS, shall be written in the language specified in the Data Sheet.

11.2 In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

12. Technical Proposal Format and Content

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

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

12.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3. Technical Proposal - Standard Forms of the RFP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

12.4 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

12.5 CVs of the consultant should be **signed by the themselves** or by **the authorized representative**. CVs shall be supported by at least two references from past client of similar assignments.

13. Financial Proposals

13.1. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4).

It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultant's home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if also appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

13.2 In case of Foreign Consultants (as individual or as a firm), the consultant may express the price of their services in US Dollars, singly or in combination. The BFLFS may require Consultants to state the portion of their price representing local costs in Ngultrum (BTN) if so indicated in the Data Sheet.

14. Taxes

14.1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract as required by Income Tax Act of Bhutan.

15. Sealing & Submission of Proposals

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

15.2. The original and all copies of the Technical Proposal shall be placed *in a sealed envelope clearly marked "Technical proposal"* Similarly, the original Financial shall be placed in a *sealed envelope clearly marked "Financial proposal"* followed by the reference number and name of the assignment, and with a warning The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked. The BFLFS shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance

may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

15.3. All inner envelopes shall:

- a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant; and
- b) be marked “ORIGINAL” or “COPIES”; and
- c) indicate the name and address of the Consultant to enable the Proposal to be returned unopened in case it is declared late pursuant.

15.4. All inner and outer envelopes shall be sealed with adhesive or other sealant, which will prevent re-opening.

15.5. The Proposals shall be delivered by hand or by registered post in sealed envelopes to the address/addresses indicated in the Data Sheet and received by the BFLFS no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 10.4. Any proposal received by the BFLFS after the deadline for submission shall be returned unopened.

16. Opening of Technical Proposals

The BFLFS shall open all Technical Proposals. The Financial Proposals shall remain sealed and securely stored.

17. Evaluation to be Confidential

17.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the BFLFS on any matter related to its Technical and/or Financial Proposal. Any effort by any Consultant to influence the BFLFS in the examination, evaluation, ranking of Proposals, and recommendation for Award of Contract may result in the rejection of the Consultant’s Proposal.

17.2. After the opening of Proposals, information concerning the Proposal documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Proposal Evaluation Committee.

17.3. The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.

17.4. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

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

19. Opening and evaluation of Financial Proposals

19.1. After the technical evaluation is completed, the BFLFS shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark, or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The BFLFS shall simultaneously notify in writing those Consultants that have

secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

19.2. Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The names of the Consultants and their technical scores shall be read aloud. The Financial Proposals of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened.

19.3 The evaluation committee will determine if the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of the proposals will be computed as follows: $Sf = 100 \times Fm/F$ (F - amount of financial proposal).

19.4 Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in the Data Sheet" $S = St \times T\% + Sf \times F\%$

20. Correction of Errors

The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of any discrepancy between a partial amount and the total amount, or between words and figures, the formers shall prevail. In addition to the above corrections, as indicated under paragraph 14.1, activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal:

- a) if the Time-Based form of Contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost; and
- b) if the Lump-Sum form of Contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

21. Conversion to Single Currency

Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

22. Negotiations

Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure to satisfy this requirement may result in the BFLFS proceeding to negotiate with the next- ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

22.1. Technical Negotiations

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, any suggestions made by the Consultant to improve the Terms of Reference, and the Special Conditions of Contract. The BFLFS and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated into the Contract as "Description of Services". Special attention will be paid to defining clearly the inputs and facilities required from the BFLFS in order to ensure satisfactory implementation of the assignment. The BFLFS shall prepare minutes of the negotiations, which shall be signed by the BFLFS and the Consultant. The negotiations shall not substantially alter the original Terms of Reference or the terms of the Contract.

22.2. Financial Negotiations

22.2.1. If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Consultant's tax liability in Bhutan, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

22.2.2 In the cases of QCBS, Fixed-Budget Selection and the Least-Cost Selection methods involving time based Contracts, unless there are exceptional reasons the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

22.2.3. Reimbursable costs are payable on an actual expense incurred basis, and thus shall not be subject to financial negotiation.

23. Availability of Professional Staff/Experts

Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the BFLFS expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the BFLFS will require assurances that the Professional staff will actually be available. The BFLFS will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24. Conclusion of the Negotiations

Negotiations will conclude with a review of the draft Contract. To complete negotiations the BFLFS and the Consultant will initial the agreed Contract. If negotiations fail, the BFLFS shall inform the Consultant in writing of the reasons for termination of the negotiations and then shall invite the Consultant whose Proposal received the second highest combined technical and financial score to negotiate a Contract. Once negotiations commence with the second ranked Consultant the BFLFS shall not reopen the earlier negotiations.

25. Procuring Agency's Right to Accept Any Proposal and to Reject Any or All Proposals

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

26. Letter of Intent to Award/Award of Contract

26.1. The BFLFS shall notify the concerned Consultant whose proposal has been selected in writing that the BFLFS has intention to accept its proposal and the information regarding the name, address and amount of selected consultant shall be given to all other consultants who submitted the proposal. Such notification should be communicated in writing, including by cable, facsimile, telex or electronic mail to all the Consultants on the same day of dispatch.

26.2. If no consultants submits an application pursuant to paragraph

26.3 within a period of five(5) days of the notice provided under paragraph 33.1, after completing negotiations the BFLFS shall award the Contract to the selected Consultant, and:

a) as soon as possible notify unsuccessful Consultants, and

26.4. Following the decision to award the Contract to the selected Consultant, the parties shall enter into a written Contract binding on both parties. The Contract shall be compatible with the Applicable Laws of Bhutan. The Contract shall be signed by the duly authorized representatives of the parties and shall bear the date of signature.

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

27. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the BFLFS's antifraud and corruption policy.

28. Complaint and Review

28.1. Any consultant has right to complain if it has or is likely to suffer, loss or injury due to breach of a duty imposed on the Procuring Entity by the provisions of this document. The Complaint shall be submitted in writing to the Employer within three (3) days from the date of intention to award. In the first instance, the consultant who submits Proposal shall submit the complaint to the Employer.

28.2. The Head of the BFLFS shall within three (3) days after the submission of the complaint issue a written decision.

28.3. The consultant may appeal to the Independent Review Body within two (2) days of the decision of the Head of the BFLFS or where no such decision has been taken within fifteen (15) days of the original complaint and the copy of the appeal shall be given to the BFLFS on the same day.

28.4. Once the appeal copy is received by the BFLFS, it shall not proceed further with the procurement process until the receipt of notification from the Independent Review Body Secretariat.

**INSTRUCTIONS TO CONSULTANTS
Data Sheet**

Paragraph	Detail
1.1	Name of procuring agency: Bhutan for Life Fund Secretariat Method of selection: Quality and Cost Based Selection
1.2	Financial Proposal to be submitted together with Technical Proposal: <i>Yes (In a separate sealed Envelope)</i> The name of the assignment is Independent Evaluation of Environmental and Social Safeguards for the Bhutan for Life Project, 2021 The scope of the assignment and expected time of its completion are: Refer ToR
1.3	A pre-proposal conference will be held: No The BFLFS 's representative is: Dr. Kunzang Choden Address: RTA Complex, Suite 202, Chubachu, Thimphu, Bhutan Telephone: +975-2-330978 PO:1140 E-mail: kchoden@bfl.org.bt
1.4	The BFLFS will provide the following inputs and facilities: Refer TOR
2.1	The BFLFS envisages the need for continuity for downstream work: No
3.1	Proposals must remain valid_60 days after the submission date
4.1	Clarifications may be requested not later than: <u>2</u> days before the submission date, Contact Dr. Kunzang Choden, Program Manager, BFLFS, kchoden@bfl.org.bt
5.1	A pre-proposal meeting will not be conducted.
6.1	The language to be used for all correspondence is <i>English</i>
7.1	The estimated number of professional staff-days required for the assignment is: refer ToR
8.1	Proposals shall be submitted in the following language: <i>English</i>
8.2	The Consultant must submit two sealed technical proposal (original and copy) one sealed original Financial Proposal.
8.3	The Proposal submission address is: Executive Director, Bhutan for Life Fund Secretariat, RTA Complex, Suite 202, Chubachu, Thimphu: Bhutan Proposals must be submitted no later than the following date and time: 11th April 2022 (2:30 pm BST)
8.4	Criteria and the points system for the evaluation of Technical Proposals are: 1. Consultant [50] i. Relevant Qualification to the assignment (20) ii. Relevant experience to the assignment a. Global (10) b. South East Asia (20) 2. Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference [50]
8.5	The weight (T%) given to the Technical Proposal is 70 percent. The weight (F%) given to the Financial Proposal is 30 percent.
9.1	The minimum average technical score required to qualify for financial bid opening: 75%
10.1	The single currency for price conversions is Bhutanese Ngultrum (BTN). The source of official selling rates is the Royal Monetary Authority of Bhutan. The date of exchange rates is: <u>[Last Date of submitting the proposal]</u>
11.1	Expected date and address for contract negotiations: April 15, 2022

12.1	Expected date for commencement of consulting services: April 18, 2022 at: Thimphu however is required to visit Protected Areas and Biological Corridors as indicated in the ToR.
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SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Checklist of Required Forms

FORM	DESCRIPTION
TECH-1	Technical Proposal Submission Form.
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members
TECH-2	Consultant's Organization and Experience 1. Organization Experience 2. Lead Consultant Experience
TECH-3	Work Schedule and Planning for Deliverables
TECH-4	Key Experts Inputs, and attached Curriculum Vitae (CV) of those experts not included in earlier EoI

The same authorized representative of the Consultant who signs the Proposal shall initial all pages of the original Technical and Financial Proposal.

Form TECH-1

Technical Proposal Submission Form

{Location, Date}

To: Executive Director,
Bhutan for Life Fund Secretariat
RTA Complex, Suite 202

Thimphu

Dear Sirs:

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

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

OR

[If the Consultant’s Proposal includes Sub-consultants, insert the following] We are submitting our Proposal with the following firms as Sub-consultants *[Insert a list with full name and address of each Sub-consultant]*

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- c) We meet the eligibility requirements and we confirm our understanding of our obligation to abide by the BFLFS’s policy in regard to Fraud and Corruption as stated in the RFP.
- d) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.



We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 31.7 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and 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]

Form TECH-2 (for full technical proposal only)

Consultant’s Organization and Experience

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

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last [10]years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s 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/firm should substantiate the claimed experience by presenting copies of relevant documents and references.*

Duration	Assignment name/& brief description of main deliverables/ outputs	Name of Client & Country of Assignment	Approx. Contract value (in BTN/ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., BTN1 mill/BTN 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., BTN 0.2 mil/BTN 0.2 mil}	{e.g., sole Consultant}

Form TECH-3 (for technical proposal only)

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

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team.

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

Work Schedule and planning for deliverables

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

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.

Include a legend, if necessary, to help read the chart.

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the Consultants for the preparation of their 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 under paragraph 14 of Section 2. Such Forms are to be used whichever is the selection method indicated in the fourth paragraph of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is only to be used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or the Single-Source Selection method is adopted, according to the indications provided under paragraph 24 of Section 2.]

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs



Form FIN-1
Financial Proposal Submission Form

[Location, Date]

To

Executive Director
Bhutan for Life Fund Secretariat,
RTA Complex, Suite 106

Dear Sir:

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 Financial Proposal is for the sum of [*Insert amount(s) in words and figures*] which is all-inclusive (including all taxes) {Please note that all amounts shall be the same as in Form FIN- 2}. **No additional charges or fees will be paid by BFLFS for the field visits by the consultant and team.**

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet.

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

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

Form FIN-2 Summary of Costs

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Data Sheet ; delete columns which are not used}			
	<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>
Cost of the Financial Proposal				
Including:				
1. Remuneration				
2. Reimbursables				
3. Taxes				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4)

LETTER OF INTENT
(Letterhead paper of the Employer)

Notes on standard form of letter of Intent

This issuance of Letter of Intent is the information of the selection of the Proposal of the successful Consultant by the Employer and for providing information to other unsuccessful Consultants who participated in the Proposal as regards the outcome of the procurement process

The Employer shall allow 10 days as described in ITC 28.2 between this letter of intent and letter of acceptance to allow aggrieved Consultants to challenge your decision if they feel they have treated unfairly.

(Insert date)

To:-----[Name and address of the Consultant]

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

Authorized Signature: -----
-

Name and Title of Signatory:-----

Name of Agency:-----

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

List OF ANNEXES

Annex A: Terms of Reference