

STANDARD REQUEST FOR PROPOSALS

PROCUREMENT OF CLEANING SERVICES

BHUTAN TRUST FUND FOR ENVIRONMENTAL CONSERVATION

THIMPHU BHUTAN

December 2023

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SECTION I: INVITATION TO BIDS FOR CLEANING SERVICES

BTFFEC/ADM-3B/2023-24/319

01/12/2023

The Bhutan Trust Fund for Environmental Conservation (BTFFEC) is pleased to invite bids from eligible Bhutanese Firms to provide effective cleaning services for its office building near YDF complex for one (1) year.

Prior to submission of bids, interested eligible firms are required to visit BTFFEC office during office hours to assess the premise.

Detailed Terms of Reference and SBD are available on our website, www.bhutantrustfund.bt. For further queries, contact HR Officer at 17824156 during office hours.

Proposals addressed to the Managing Director (MD), BTFFEC, Thimphu, must be submitted latest by 22nd December 2023, 5:00 PM.

SECTION II: INSTRUCTIONS TO FIRM/ SERVICES PROVIDER

Definitions:

- (a) **Firm:** An legal entity entering into a Contract to provide the required cleaning Services here after refer to Services Provider.
- (b) **Contract:** The formal agreement in writing, including the General Conditions (GC), the Special Conditions (SC), and the Appendices, entered into between the Procuring Agency and the Service Provider, 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 Services.
- (c) **Data Sheet:** Such part of the Instructions to Firm/ Service Provider used to reflect specific services conditions.
- (d) **Day:** A calendar day.
- (e) **Agency:** Bhutan Trust Fund for Environmental Conservation (BTFEC)
- (f) **Instructions to Service Provider (Section 2 of the SRFP):** The document which provides the shortlisted firm with all the information needed to prepare their Proposals.
- (g) **In Writing:** Communicated in written form (e.g., by mail, electronic mail, fax, telex) with proof of receipt.
- (h) **LOI (Section 1 of the SRFP):** The Letter of Invitation being sent by the Procuring Agency.
- (i) **Procuring Agency/Client:** selected Services Provider 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 Procuring Agency for the selection of Firm/ Service Provider, based on the SRFP.
- (l) **SRFP:** The Standard Request for Proposals, which must be used by the Procuring Agency as a guide for the preparation of the RFP.
- (m) **Services:** The work to be performed by the Firm/ Service Provider pursuant to the Contract.
- (n) **Terms of Reference (TOR):** The document included in the SRFD as Section 5 which defines the objectives, goals, scope of work, activities, services, responsibilities of the Procuring Agency and the Firm/ Service Provider required outputs and results of the services, as well as background information (including a list of existing relevant experience and basic data) to facilitate the Firm/ Service Provider' preparation of their proposals.

1 Introduction

- 1.1 The Procuring Agency named in the Data Sheet will select a firm (the Services Provider) from those listed in the Letter of Invitation₁ in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted firm are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for Services required for the services named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.3 Firm should familiarize themselves with local conditions and take these into account in preparing their Proposals. To obtain first-hand information on the services and local conditions, Firms/ Services Provider are encouraged to visit office premises if one is specified in the Data Sheet. Firm should contact the Procuring Agency's representative named in the Data Sheet to obtain additional information on the Submission of Bid.
- 1.4 The Procuring Agency will provide in timely fashion and at no cost to the Firm the inputs and facilities specified in the Data Sheet, assist the Firm to undertake the services successfully.
- 1.5 Firm/ Services Provider shall bear all costs associated with the preparation and submission of their bids and contract negotiation. The Procuring Agency is not bound to accept any bids, and reserves the right accept or reject any bids.

2 Conflict of Interest

- 2.1 The Procuring Agency requires that Firm provide professional, objective and impartial advice, and at all times hold the Procuring Agency's interest's paramount, strictly avoid conflicts with other services or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing firm, and any of their affiliates, shall be considered to have a conflict of interest, and shall not be recruited.

3 Unfair

- Advantage.** 3.1 If a Firm/ Service Provider could derive a competitive advantage from having provided Services related to the services in question, the Procuring Agency shall make available to all Firm/ Service Provider together with this RFP all information that would in that respect give such Firm/ Service Provider any competitive advantage over competing Firm/ Service Provider.

4 Fraud and Corruption

- 4.1 It is BTFEC policy to require that Firm/ Service Provider, their Sub- Firm/ Service Provider and the Personnel of them, both observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, the BTFEC:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:

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- (i) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value⁴ to influence improperly the actions of another party;
 - (ii) “fraudulent practice” means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" means:
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under subparagraph (d) below of this paragraph 4.1.
 - (b) will reject a proposal for award if it determines that the Firm/ Service Provider 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 Firm/ Service Provider or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an BTFEC/RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an BTFEC/RGoB-financed contract;
 - (d) will have the right to require that a provision be included in Requests for Proposals and in contracts financed by the

BTFEC, requiring Firm/ Service Provider and their Sub-Firm/ Service Provider to permit the Procuring Agency, any organization or person appointed by the Procuring Agency and/or any relevant BTFEC/RGoB agency to inspect their accounts and records and other documents relating to their submission of proposals and contract performance, and to have them audited by auditors appointed by the Procuring Agency;

- (e) requires that Firm/ Service Provider, as a condition of admission to eligibility, execute and attach to their Proposals an Integrity Pact Statement in the form provided in Form TECH-10 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 BTFEC/RGoB agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action as per the statutes and provisions of the relevant agency.

4.2 Firm/ Service Provider, their Sub-Firm/ Service Provider, and their affiliates shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the Procuring Agency in accordance with the above sub-paragraph (c) of this paragraph 4.1. Furthermore, Firm/ Service Provider shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

4.3 Firm/ Service Provider 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 services if the Firm/ Service Provider is awarded the Contract, as requested in the Financial Proposal Submission Form (Section 4).

5 Origin of Goods and Services

- 5.1 Goods supplied and Services provided under the Contract may originate from any country except if:
- (a) as a matter of law or official regulation, BTFEC/RGoB prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Bhutan prohibits any imports of goods or services from that country or any payments to persons or entities in that country.

6 Only one Proposal per Firm/ Service Provider

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

7 Proposal Validity

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

8 Eligibility of Sub-Firm/ Service Provider

- 8.1 In case a shortlisted Firm/ Service Provider intends to associate with other Firm/ Service Provider who have not been shortlisted and/or individual expert(s), such other Firm/ Service Provider and/or individual expert(s) shall be subject to the same eligibility criteria as are stipulated for the Firm/ Service Provider

9 Exclusion of Firm/ Service Provider or Sub-Firm/ Service Provider

9.1 A Firm/ Service provider and any Sub-Firm/ Service Provider 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 Firm/ Service Provider; or
- (g) it has been convicted for fraud and/or corruption by a competent authority; or
- (h) it has not fulfilled any of its contractual obligations with the Procuring Agency in the past; or
- (i) he has been debarred from participation in public procurement by any competent authority as per law.

**10 Contents,
Clarification and
Amendment of the
RFP Document**

- 10.1 The RFP document comprises:
- Section 1 - Letter of Invitation
 - Section 2 - Instructions to Firm/ Service Provider (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
- 10.2 Firm/ Service Provider may request a clarification of any part of the RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of the inquiry) to all Firm/ Service Provider. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 10.4 below;
- 10.3 A pre-proposal meeting will be conducted only if strictly necessary to clarify doubts and concerns of the shortlisted Firm/ Service Provider prior to submission of proposals. Minutes of the pre-proposal meeting shall be circulated to all shortlisted Firm/ Service Provider.
- 10.4 At any time before the submission of Proposals the Procuring Agency may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all shortlisted Firm/ Service Provider and will be binding on them. Firm/ Service Provider shall acknowledge receipt of all addenda before the final date and time established for the submission of Proposals. To give Firm/ Service Provider reasonable time in which to take an addendum into account in their Proposals the Procuring Agency may, if the addendum is substantial, extend the deadline for the submission of Proposals.

11 Preparation of Proposals

- 11.1 The Proposal, as well as all related correspondence exchanged by the Firm/ Service Provider and the Procuring Agency, shall be written in the language specified in the Data Sheet.
- 11.2 In preparing their Proposals, Firm/ Service Provider 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.
- 11.3 While preparing the Technical Proposal, Firm/ Service Provider must pay particular attention to the following:
- (a) If a shortlisted Firm/ Service Provider considers that it may enhance its expertise for the services by associating with other

Firm/ Service Provider in a joint venture/consortium/association or sub-consultancy it may associate with either (a) non-shortlisted Firm/ Service Provider(s), or (b) shortlisted Firm/ Service Provider, if so, indicated in the Data Sheet. A shortlisted Firm/ Service Provider must first obtain the approval of the Procuring Agency if it wishes to enter into a joint venture/consortium/association with non-shortlisted or shortlisted Firm/ Service Provider(s). In the case of a joint venture/consortium/association with non-shortlisted Firm/ Service Provider(s), the shortlisted Firm/ Service Provider shall act as joint venture/consortium/association leader. In the case of a joint venture/consortium/association, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture/consortium/association.

(b) The estimated number of Professional staff-months or the budget for executing the services shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or the budget estimated by the Firm/ Service Provider.

(c) For fixed-budget-based services, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position.

12 Language

- 12.1 Documents to be issued by the Firm/ Service Provider part of this services must be in the language specified in the Data Sheet.

13 Technical Proposal Format and Content

13.1 Depending on the nature of the services, Firm/ Service Provider are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non- responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (i) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only, a brief description of the Firm/ Service Provider’s organization and an outline of the recent experience of the Firm/ Service Provider on services of a similar nature is required in Form TECH-2 of Section 3. In the case of a joint venture/consortium/association, this information should be provided for each partner. For each services, the outline should indicate the names of Sub-Firm/ Service Provider/Professional staff who participated, the duration of the services, the Contract amount, and the Firm/ Service Provider’s involvement. Information should be provided only for those services for which the Firm/ Service Provider was legally contracted by the Procuring Agency as a corporation or as one of the major firms within a joint venture/consortium/association. Services completed by individual Professional staff working privately or through other firms cannot be claimed as the experience of the Firm/ Service Provider, or that of the Firm/ Service Provider’s associates, but can be claimed by the Professional staff themselves in their CVs. Firm/ Service Provider should be prepared to substantiate the claimed experience if so requested by the Procuring Agency .

- (ii) For the STP, the above information is not required and Form TECH-2 of Section 3 shall not be used.

- (b)(i) For the FTP only, comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the services; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Procuring Agency (Form TECH-3 of Section3).

- (ii) For the STP, Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub- paragraph 12.1 (c) (ii)).

- (c)(i) For the FTP and STP, a description of the approach, methodology and work plan for performing the services and covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which shall also be provided and which will show in the form of a bar chart the timing proposed for each activity.

- (ii) For the STP only, the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, comments and suggestions, if any, on the Terms of Reference, counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their services (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the services (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3). CVs shall be supported by at least two references from past client.
- (g) For the FTP only, a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the services.
- (h) Any drawings and/or specifications that form part of the Technical Proposal (FORM TECH-9 of Section 3).
- (i) Duly executed Integrity Pact Statement (FORM TECH-10 of Section 3).

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

14 Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the services, including (a) remuneration for staff (foreign and local, in the field and at the Firm/ Service Provider'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.

- 142 In case of Foreign Firm/ Service Provider (as individual or as a firm), the Firm/ Service Provider may express the price of their services in a maximum of three freely convertible foreign currencies, singly or in combination. The Procuring Agency may require Firm/ Service Provider to state the portion of their price representing local costs in Ngultrum (BTN) if so, indicated in the Data Sheet.
- 143 Commissions and gratuities, if any, paid or to be paid by Firms/ Service Provider and related to the services will be listed in the Financial Proposal Form FIN-1 of Section 4.

15 Taxes

15.1 The Firm/ Service Provider may be subject to local taxes (such as value added or sales tax, social charges or income taxes on non- resident Foreign Personnel, duties, fees, levies, etc) on amounts payable by the Procuring Agency under the Contract. The Procuring Agency will state in the Data Sheet if the Firm/ Service Provider is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

**16. Sealing
& Submission
of Proposals**

- 16.1 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 Firm/ Service Provider itself. The person who signed the Proposal must initial such corrections. Submission letters for the Technical and Financial Proposals shall respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 16.2 An authorized representative of the Firm/ Service Provider shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 16.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in paragraph 16.8 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.
- 16.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the reference number and name of the services, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed.

This outer envelope shall bear the submission address, reference number and title of the services, and be clearly marked “**CONFIDENTIAL – DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE APPOINTED OPENING OFFICIAL(S), BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]”. The Procuring Agency shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 16.5 All inner envelopes shall:
- (a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Firm/ Service Provider; and
 - (b) be marked “ORIGINAL” or “COPIES”; and
 - (c) indicate the name and address of the Firm/ Service Provider to enable the Proposal to be returned unopened in case it is declared late pursuant to paragraph 16.8 hereunder.
- 16.6 All inner and outer envelopes shall be sealed with adhesive or other sealant which will prevent re-opening.
- 16.7 The Proposals shall be delivered by hand or by registered post in sealed envelopes to the address/addresses indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 10.4. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened.

**17 Withdrawal
and
Substitution of
Proposals**

17.1 A Firm/ Service Provider may withdraw or substitute its Proposal after it has been submitted by sending a written notice in accordance with paragraph 16, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with paragraph 16.2. Any substitution of a Proposal must accompany the respective written substitution notice. All notices must be:

- (a) submitted in accordance with paragraph 16 above (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL" or "SUBSTITUTION" and
- (b) received by the Procuring Agency prior to the deadline prescribed for submission of Proposals, in accordance with paragraph 16.7.

17.2 Proposals requested to be withdrawn in accordance with paragraph 17.1 shall be returned unopened to the Firm/ Service Provider.

17.3 No Proposal may be withdrawn or substituted in the interval between the deadline for submission of Proposals and the expiry of the period of Proposal validity specified by the Firm/ Service Provider in its Proposal or any extension thereof. Any such withdrawal shall result in the debarment by competent authority as per law.

**18 Opening of
Proposals**

18.1 Immediately after the closing date and time for submission of proposals any envelopes marked "Withdrawal" and accompanied by a properly authorized withdrawal notice shall be put aside, and stored safely and securely ready for return to the Firm/ Service Provider.

18.2 The Procuring Agency then shall open all remaining Technical Proposals, including any substitutions accompanied by a properly authorized substitution notice. The Financial Proposals shall remain sealed and securely stored.

**19 Evaluation to
be Confidential**

19.1 From the time the Proposals are opened to the time the Contract is awarded, the Firm/ Service Provider shall not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by any Firm/ Service Provider to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for Award of Contract may result in the rejection of the Firm/ Service Provider's Proposal.

19.2 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.

- 19.3 The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.
- 19.4 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**20. Evaluation
Technical
Proposals**

- 20.1 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and points system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 20.2 Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the first ranked Firm/ Service Provider shall be invited to negotiate its proposal and the Contract in accordance with the instructions given under paragraphs 23 to 26 of these Instructions.

**21. Public Opening
and Evaluation
of Financial
Proposals (only
for QCBS, FBS,
and LCS)**

- 21.1 After the technical evaluation is completed, the Procuring Agency shall inform the Firm/ Service Provider who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Firm/ Service Provider whose Proposals did not meet the minimum qualifying mark, or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Procuring Agency shall simultaneously notify in writing those Firm/ Service Provider that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall allow Firm/ Service Provider sufficient time to make arrangements for attending the opening. Firm/ Service Provider' attendance at the opening of Financial Proposals is optional.
- 21.2 Financial Proposals shall be opened publicly in the presence of the Firm/ Service Provider' representatives who choose to attend. The names of the Firm/ Service Provider and their technical scores shall be read aloud. The Financial Proposals of the Firm/ Service Provider who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information read out and recorded:
- (a) name of the Firm/ Service Provider;
 - (b) points awarded to the Technical Proposal; and
 - (c) total price of the Financial Proposal.

The prices also shall be written on a notice board for the public to copy.

21.3 The Procuring Agency shall prepare a record of the opening of the Financial Proposals, which shall include the information disclosed to those present in accordance with paragraph 21.2 above. The minutes shall include, as a minimum:

- (a) the services title and reference number;
- (b) the date, time and place of opening of the Financial Proposals;
- (c) the prices offered by the Firm/ Service Provider;
- (d) the name and nationality of each Firm/ Service Provider;
- (e) the names of attendees at the opening of the Financial Proposals, and of the Firm/ Service Provider they represent;
- (f) details of any complaints or other comments made by Firm/ Service Provider' representatives attending the opening of the Financial Proposals, including the names and signatures of the representatives making the complaint(s) and/or comment(s); and
- (g) the names, designations and signatures of the members of the Proposal Opening Committee.

The Firm/ Service Provider' representatives who are present shall be requested to sign the record. The omission of a representative's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Firm/ Service Provider who submitted Proposals.

21.4 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.

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

21.5 In the case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

21.6 In the case of Fixed-Budget Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of Least-Cost Selection, the Procuring Agency will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to paragraph 21.5 shall be considered, and the selected firm invited for negotiations.

22 Negotiations

22.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Firm/ Service Provider 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 Procuring Agency proceeding to negotiate with the next- ranked Firm/ Service Provider. Representatives conducting negotiations on behalf of the Firm/ Service Provider must have written authority to negotiate and conclude a Contract.

23 Technical Negotiations

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

24 Financial Negotiations

24.1 If applicable, it is the responsibility of the Firm/ Service Provider, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Firm/ Service Provider under the Contract. The financial negotiations will include a clarification (if any) of the Firm/ Service Provider'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.

24.2 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. For other methods, Firm/ Service Provider will provide the Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

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

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

25 Availability of Professional Staff/Experts

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

26 Conclusion of the Negotiations

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

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

27.1 The Procuring Agency reserves the right to accept or reject any Proposal, and to annul the Request for Proposals process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Firm/ Service Provider.

28 Award of Contract

28.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Firm/ Service Provider, and:

- (a) as soon as possible notify unsuccessful Firm/ Service Provider, and
- (b) publish a notification of award on the Procuring Agency's website.

28.2 The notifications to all unsuccessful Firm/ Service Provider, and the notification on the Procuring Agency's website, shall include the following information:

- (a) the services reference number;
- (b) the name of the winning Firm/ Service Provider and the Financial Proposal total price it offered; and
- (c) the date of the award decision.

28.3 The time taken to notify unsuccessful Firm/ Service Provider and publish the notification of award on the Procuring Agency's website may in no circumstances exceed 15 days from the date of the decision to award the Contract to the successful Firm/ Service Provider.

28.4 Following the decision to award the Contract to the selected Firm/ Service Provider, 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.

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

- a) The Procuring Agency shall send to the selected Firm/ Service Provider two original copies of (1) the full agreed Contract and (2) the letter of acceptance (notification of award), each signed by the its duly authorized representative together with the date of signature;
- b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall normally be not more than 15 days from the date of its receipt by the Firm/ Service Provider;
- c) The Firm/ Service Provider, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the letter of acceptance and return one copy of each to the Procuring Agency before the expiry of the deadline indicated in the letter of acceptance;
- d) In case the selected Firm/ Service Provider fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Contract shall be awarded to the next lowest evaluated Firm/ Service Provider. Such a failure shall be considered as withdrawal and the provisions of Clause 17.3 shall apply.

28.6 The Firm/ Service Provider is expected to commence the services on the date and at the location specified in the Data Sheet.

29 Confidentiality

29.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Firm/ Service Provider

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 Firm/ Service Provider of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the BTFEC's antifraud and corruption policy.

DATA SHEET

ITC Paragraph Reference	Details
1.1	<p>Name of the Procuring Agency : Bhutan Trust Fund for Environmental Conservation (BTFEC), Near Nazhoen Pelri Complex, Thimphu Bhutan</p> <p>Method of selection: Quality and Cost Based Selection Method (QCBS)</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes. <i>Please refer to this data sheet 16.3 for details</i></p> <p>Name of the services: Cleaning services for its office building, both interior and exterior.</p> <p>The scope of the services and duration of task: Please refer to the Terms of Reference for the scope and expected duration of the task.</p>
1.3	<p>The Procuring Agency's representative is: Managing Director Bhutan Trust Fund for Environmental Conservation (BTFEC), Near Nazhoen Pelri Complex, Thimphu Bhutan</p> <p>Tel: 975-2-339861, 339862</p>
1.4	<p>The Procuring Agency will provide the following inputs and facilities: (i) The BTFEC (client) shall provide a dedicated storage room on the premises for keeping supplies and equipment.</p>
2.1 (a)	<p>The Procuring Agency envisages the need for continuity for downstream work: No</p>
4.1 (e)	<p>The bidders shall submit a signed Integrity Pact: Yes. Failure to submit this will be treated as non-responsive</p>
7.1	<p>Proposals must remain valid 45 days after the submission date.</p>

<p>10.2</p>	<p>Clarifications may be requested not later than seven (5) days before the submission date.</p> <p>The address for requesting clarifications is: Ms. Kinzang Lhamo, HR Officer Bhutan Trust Fund for Environmental Conservation (BT FEC), Near Nazhoen Pelri Complex, Thimphu Bhutan</p> <p>Tel: 975-2-339861, 339862, 17824156 E-mail: kinzang@bhantrustfund.bt</p>
<p>10.3</p>	<p>A pre-proposal meeting will not be conducted. However, All eligible firm are welcome to visit BT FEC office to assess the premises prior to submitting your bids. Floor plans could be obtained, if required, during the visit.</p>
<p>11.3 (a)</p>	<p>Shortlisted Firm/ Service Provider may associate with other shortlisted Firm/ Service Provider: No</p>
<p>12.1</p>	<p>Proposals shall be submitted in the following language: English</p>
<p>13.1</p>	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal</p>
<p>14.1</p>	<p>Firm/ Service Provider to state local cost in Ngultrum.</p>
<p>15.1</p>	<p>Amounts payable by the Procuring Agency to the Firm/ Service Provider under the Contract to be subject to local taxation without reimbursement by the Client;</p> <p>The Firm/ Service Provider shall be exempted from taxes and duties, except where exemption is not permitted by law. The procuring agency shall be responsible for deducting the TDS (Tax Deducted at Source) from the local Firm/ Service Provider and deposit with the Revenue and Customs Office as per the Tax Act of the Kingdom of Bhutan.</p>
<p>16.3</p>	<p>The Firm/ Service Provider must submit ONE original and ONE copy of the Technical Proposal and Financial Proposal.</p> <ul style="list-style-type: none"> i. Envelope-I (Technical Bid along with Technical Bid submission letter in the format of TECH-1 of Section - 3) clearly marked Technical Bid. The Technical Bid shall contain a Power of Attorney, in original, authorizing that the person(s) signing the Bid has/have the authority to sign the Bid and to make the Bid binding upon the Bidder. ii. Envelope-II (Financial Bid along with Financial Bid submission letter in the format of FIN-1 of Section – 4) clearly marked Financial Bid followed by the reference number and name of the

	<p>services, and with a warning “Do Not Open with the Technical Bid.”.</p> <p>These two envelopes containing the Technical and Financial Bids shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the services, and be clearly marked “CONFIDENTIAL – DO NOT OPEN (EXCEPT IN THE PRESENCE OF THE APPOINTED OPENING OFFICIALS) BEFORE 5:00 P.M. on 22nd DECEMBER 2023”</p> <p>The name of the firm submitting the proposals SHALL NOT mention their firms name on the outer envelope.</p> <p>Submission of electronic copy of the technical and financial proposal is NOT permitted. The hard copy of the same should be submitted to the below-mentioned procuring agency’s address.</p>
16.8	<p>The Proposal submission address is: Managing Director Bhutan Trust Fund for Environmental Conservation (BT FEC), Near Nazhoen Pelri Complex, Thimphu Bhutan</p> <p>Proposals must be submitted no later than 22nd DECEMBER 2023 (05:00 PM, Bhutan Standard Time (BST))</p>
20.1	<p>Criteria, sub-criteria and the points system for the evaluation of Technical Proposals are: The following criteria will be used to evaluate the Firm/ Service Provider’s technical proposal:</p> <ol style="list-style-type: none"> 1. Experience – 45points 2. Equipment – 25 <p style="text-align: center;">Total Technical Points: 70</p> <p>The minimum technical score (St) required to qualify for Financial Evaluation: 50 Points</p>
21.4	The single currency for price conversions is Bhutanese Ngultrum (BTN).
21.6	<p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: T = 0.7 and F = 0.3</p>
22.1	Expected date and address for contract negotiations will be notified to the qualified bidders
28.6	Expected date for commencement of services will be notified to the successful bidder

SECTION III: TERM OF REFERENCE FOR CLEANING SERVICES

1. Background:

Bhutan Trust Fund for Environmental Conservation requires effective cleaning services for its office building, both interior and exterior.

2. Scope of services and expected output.

This is to provide effective and efficient cleaning service standards using environmentally friendly cleaning products and supplies. The areas pertain to the overall building inclusive of the basement, ground floor, first floor and Jamtho, conference rooms and all common areas as well as the elevator.

3. The firm/Service Provider shall provide the following cleaning services to Bhutan Trust Fund for Environmental Conservation (BT FEC), which are listed below:

SL.No.	Frequency	Activities
1	Daily	<ul style="list-style-type: none">i. Vacuuming (both wet and dry system) of carpeted and non-carpeted floors including staircases;ii. Timely removal of waste and disposed-off with the Thromde waste collection vehicle;iii. Cleaning of rest room, its fixtures, walls, floors, washroom basins, tap faucets, mirrors, areas around toilets and urinals checking, and cleaning of blocked drains. The floors must be clean and dry always;
2	Twice a week	<ul style="list-style-type: none">i. Scrubbing and mopping of non-carpeted areas including rest room with disinfectant;ii. Cleaning of staircases and glazing of railings;
3	Weekly	<ul style="list-style-type: none">i. Dusting of furniture, fixtures and fittings, switches and door knobs, etc.;ii. Cleaning of all window frames, glasses, door handles, brass plates, flower pots and brass name plates and metal fixtures;iii. Cleaning of all office equipment which includes computers, photocopy machines, printer, telephones, lights, air conditioners etc (surface only);iv. Vacuuming (both wet and dry system) in archive rooms and server rooms;v. Thorough cleaning of interior window glasses, frames and doors on a weekly basis (weekend);
4	Monthly	<ul style="list-style-type: none">i. Cleaning of the fire extinguisher cylinders;ii. Dusting of photo frames;

5	Quarterly	<p>A.Extraction and Shampooing of Carpet:</p> <ul style="list-style-type: none"> i. The extraction of ingrained dirt shall be removed from the carpet. The extraction should be undertaken by an appropriate self-contained water vacuum machine. The chemicals and equipment shall be provided by the service provider. ii. The carpet area shall be thoroughly cleaned with the use of an appropriate mechanical carpet cleaner and shampooing chemicals. <p>B. Exterior Cleaning:</p> <ul style="list-style-type: none"> i. Cleaning of all exterior walls and ceilings of the office building; ii. Thorough window and glass cleaning. <p>C. Over-Hang Cleaning:</p> <ul style="list-style-type: none"> i. Conduct the removal and cleaning (inside and outside) the office, dirt on the second floor and roof over hangs and drainpipes.
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4. WORK SCHEDULE:

The cleaning work will be carried out outside office working hours within the following timeframe – from 5.30 pm to 8:30 am).

5. PAYMENT TERMS/ MODALITY

- Payment will be made monthly upon submission of invoice, and relevant documentation.
- Payment is made within 30 days of submission of accurate EFRIS invoice.

6. SUPERVISION AND REPORTING

- The firm shall conduct regular systematic inspection of the work of cleaners and shall be responsible for providing adequate supervision to assure competent and satisfactory performance of the services.
- The firm shall ensure the cleaners are not changed frequently, to avoid compromising on the working schedule and quality of work.
- The firm shall let their staff be aware that they might be randomly inspected prior to entering or departing the office premises.
- The firm should avoid using tools or equipment with loud noise during office hours.
- The firm shall provide substitute worker if management desires any replacement due to unsatisfactory service and for any other reasons deem fit for replacement.
- The firms’s personnel will be supervised by Admin during office hours and cleaning supervisor will report to Admin for briefing.
- A monthly meeting will be proposed between the firm and the admin of the client to provide feedback for improvement of services (if any).

- The service provider shall be responsible for any damage caused due to the negligence of the cleaning personnel;

7. SUPPLIES AND EQUIPMENT

The firm/Service provider shall provide all equipment (vacuum and carpet shampooing) as well as environmentally friendly cleaning materials (hand gloves, mop, brooms, cleaning detergent, dusting cloths) and uniform for the cleaners, required for carrying out the work. This comprises of but is not limited to, all the supplies for toilets and desk cleaning including – toilet paper, disinfectants, liquid hand soap.

The BTFEC (client) shall provide a dedicated storage room on the premises for keeping supplies and equipment.

8. DURATION OF CONTRACT

The contract will be initially for one year with the possibility of extension, subject to satisfactory performance of the contractor.

9. VISIT PREMISES

All eligible firm are welcome to visit BTFEC office to assess the premises prior to submitting your bids. Floor plans could be obtained, if required, during the visit.

10. ELIGIBILITY OF SERVICE PROVIDER

- Proven track record in rendering satisfactory services to high-end premises.
- Financially sound and stable, evidenced by authentic financial statements for the past two years of operation;
- The personnel must have training and experience in similar environments;
- The service provider must not have any criminal records or should not have involvement in any Money Laundering and Terrorism Financing (ML/TF). **The BTFEC shall conduct sanctions screening on existing or new customers against the domestic list and UN List. Where applicable, screening shall be conducted as part of the Customer Due Diligence (CDD) process and on-going due diligence.**

SECTION IV:GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the Procuring entity and the bidders as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the bidders under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the Firm including materials and incidentals which the bidders is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The Firm means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Patent Right's

The bidders shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part there-of.

3.4 Performance Security

3.5.1 Within twenty-eight (15) days of receipt of the notification of Contract award, the successful bidder shall furnish to the Procuring entity the **performance security** where applicable in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the firm failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash Warrant.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.

3.5.4 The performance security will be discharged by the procuring entity and returned to the firm not later than thirty (30) days following the date of completion of the firm's performance of obligations under the contract,

including any warranty obligations under the contract.

3.5 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the bidders in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the bidders or its subcontractor(s). If conducted on the premises of the bidders or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the bidders, and the bidders shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.6 Payment

- 3.7.1 The method and conditions of payment to be made to the bidders under this Contract shall be specified in SCC

3.7 Prices

3.8.1 Prices charged by the Firm for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the bidders in its bidders or in the procuring entity's request for bid validity extension as the case may be.

3.8.2 No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.8 Assignment

- 3.9.1 The bidders shall not assign, in whole or in part, its obligations to perform under this contract to another entity.

3.9 Termination for Default

3.10.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidders, terminate this Contract in whole or in part:

- a) if the bidders fails to provide any or all of the services, terms and conditions within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the bidders, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Procuring entity terminating the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems

appropriate, services similar to those undelivered, and the bidders shall be liable to the Procuring entity for any excess costs for such similar services.

3.10 Termination due to insolvency

3.11.1 The procuring entity may at the anytime terminate the contract by giving written notice to the Firm if the Firm becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Firm.

3.13 Resolution of disputes

3.13.1 The procuring entities and the Firm shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between parties under or in connection with the contract.

3.13.2 If after thirty (30) days from the commencement of such negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

3.14.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.15 Force Majeure

3.15.1 The Firm shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that non-performance, delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.16 Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kingdom of Bhutan.

3.17 Notices

3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION V - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: The performance security shall be Nu. 50,000.00
3.7	Specify method Payments. The payment due for the preceding month shall be made before the 05th day of the succeeding month. The payment is subject to verification of the performance checklist.
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Laws of Kingdom of Bhutan
3.16	Specify applicable law. Laws of Kingdom of Bhutan
3.17	Indicate addresses of both parties. Client: Bhutan Trust Fund for Environmental Conservation, Post Box:520, Thimphu, Kingdom of Bhutan
Other's as necessary	Complete as necessary

SECTION VI: TECHNICAL PROPOSAL - STANDARD FORMS

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

Refer to Reference paragraph 13.1 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 13.1 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Firm/ Service Provider's Organization and Experience

A. Firm/ Service Provider's Experience

TECH-3 Equipment Detail for Cleaning

TECH-4 Comments or Suggestions

A. On the Terms of Reference

TECH-5: Work schedule

TECH-6 Integrity Pact Statement

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Procuring Agency*]

Dear Sirs:

We, the undersigned, offer to provide the Services for [*Insert title of services*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelopes.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Firm/ Service Provider*]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. In this regard you may contact any of our previous Employers or the previous Employers of any of our sub-Firm/ Service Provider or any of the employees thereof for further information.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in ITC Reference 7.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Services related to the services not later than the date indicated in ITC Reference 28.6 of the Data Sheet and to comply with all the provisions of the Contract.

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 FIRM/ SERVICE PROVIDER’S ORGANIZATION AND EXPERIENCE

A - Firm/ Service Provider’s Organization (If applicable)

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for these services.]

B - Firm/ Service Provider’s Experience

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

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

Firm/ Service Provider’s Name:

FORM TECH-3 Equipment Details

Access to adequate equipment (0-25 points): The Bidder should demonstrate that it will have access to the key Contractor's equipment listed below:

Sl.No.	Equipment/ Item	Number	Owned/Hire

- Total marks out of 100 will be scaled down to 25
- Bidder shall get 100% marks if the equipment is owned and 75% marks if hired.

The Bidder shall provide following details of proposed items of equipment using the relevant Form in Section V:

1. Copy of the registration certificate of each equipment committed
2. Copy of Insurance policy for each equipment where applicable
3. In case of hiring, copy of the lease agreement (specific to the project) in addition to 1 & 2 above
4. In case of equipment that do not require registration with RSTA, copy of cash memos stamped by RRCO if newly imported or copy of sale deeds or verification letter issued by a Government Engineer.

FORM TECH-6 INTEGRITY PACT STATEMENT

Date: 1st Dec'23

**REQUEST FOR PROPOSAL (RFP)
For CLEANING SERVICES**

1. General

Whereas (*Karma Tshetring*) on behalf of *BTFEC*), hereinafter referred to as the Employer on one part, and representing the _____ as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the bidders, the bidder himself or his authorized representative must sign the Integrity Pact (IP). If the winning bidder had not signed during the submission of the bid, the tender shall be cancelled.

2. Objectives

Now, therefore, the Employer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to :-

- 2.1 Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Scope:

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

4. Commitments of the Employer

The Employer Commits itself to the following: -

- 4.1 The Employer hereby undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the

bidding process, bid evaluation, contracting or implementation process related to the Contract.

- 4.2 The Employer further confirms that its officials has not favored any prospective bidder in any form that could afford an undue advantage to that particular bidder during the tendering stage, and

will further treat all Bidders alike.

- 4.3 All the officials of the Employer shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
- 4.4 Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

5. Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

- 5.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 5.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Agency for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 5.3 The Bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 5.4 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6. Sanctions for Violation

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti-Corruption Act, 2006.

The Employer/relevant agency shall also take all or any one of the following actions, wherever required:-

- 6.1 To immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

- 6.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.
- 6.3 The Earnest Money / Security Deposit shall stand forfeited.
- 6.4 To recover all sums already paid by the Employer.
- 6.5 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.
- 6.6 To cancel all or any other Contracts with the Bidder.
- 6.7 To debar the Bidder from entering into any bid from the BTFEC/Government of Bhutan as per the Debarment Rule.

7. Monitoring and Arbitration

- 7.1 The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules of BTFEC/RGoB

8. Legal Actions

- 8.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9. Validity

- 9.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Employer and the Bidder.
- 9.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement is true and correct to the best of our knowledge and belief.

The parties hereby sign this Integrity Pact at _____ on _____

Client

BIDDER

Witness: _____ Witness: _____

SECTION VII: FINANCIAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the Firm/ Service Provider 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.]

FIN-1 Financial Proposal Submission Form FIN-2 BoQ

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the Services for [Insert title of services] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹¹]. This amount is exclusive of local taxes, which shall be identified during negotiations and added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in paragraph Reference 7.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below¹²:

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

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

We remain, Yours sincerely,

Authorized Signature [In full and initials]: _____ Name and Title of Signatory: __.Name of Firm: _____ Address _____

¹¹ Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2.

¹² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

2. PRICE SCHEDULE OF SERVICES (Bill of Quantities)

SL.No.	Frequency	Activities	Rate for one month	Rate for 12 months
1	Daily	<p>b. Vacuuming (both wet and dry system) of carpeted and non-carpeted floors including staircases;</p> <p>i. Timely removal of waste and disposed-off with the Thromde waste collection vehicle;</p> <p>ii. Cleaning of rest room, its fixtures, walls, floors, washroom basins, tap faucets, mirrors, areas around toilets and urinals checking, and cleaning of blocked drains. The floors must be clean and dry always;</p>		
2	Twice a week	<p>iii. Scrubbing and mopping of non-carpeted areas including rest room with disinfectant;</p> <p>iv. Cleaning of staircases and glazing of railings;</p>		
3	Weekly	<p>vi. Dusting of furniture, fixtures and fittings, switches and door knobs, etc.;</p> <p>vii. Cleaning of all window frames, glasses, door handles, brass plates, flower pots and brass name plates and metal fixtures;</p> <p>viii. Cleaning of all office equipment which includes computers, photocopy machines, printer, telephones, lights, air conditioners etc (surface only);</p> <p>ix. Vacuuming (both wet and dry system) in archive rooms and server rooms;</p> <p>x. Thorough cleaning of interior window glasses, frames and doors on a weekly basis (weekend);</p>		
4	Monthly	<p>iii. Cleaning of the fire extinguisher cylinders;</p> <p>iv. Dusting of photo frames;</p>		

5	Quarterly	<p>D.Extraction and Shampooing of Carpet:</p> <ul style="list-style-type: none"> i. The extraction of ingrained dirt shall be removed from the carpet. The extraction should be undertaken by an appropriate self-contained water vacuum machine. The chemicals and equipment shall be provided by the service provider. ii. The carpet area shall be thoroughly cleaned with the use of an appropriate mechanical carpet cleaner and shampooing chemicals. <p>E. Exterior Cleaning:</p> <ul style="list-style-type: none"> i. Cleaning of all exterior walls and ceilings of the office building; ii. Thorough window and glass cleaning. <p>F. Over-Hang Cleaning:</p> <ul style="list-style-type: none"> ii. Conduct the removal and cleaning (inside and outside) the office, dirt on the second floor and roof over hangs and drainpipes. 		
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SECTION VIII: CONTRACT FORM

THIS AGREEMENT made the ___ day of _____20___ between [name of procurement agency] of[address of Procurement agency](hereinafter called “the Procuring agency”) of the one part and[name of bidders] of[address of bidders](hereinafter called “the bidders”) of the other part.

WHEREAS the procuring entity invited bids for cleaning services (cleaning of its office building) and has accepted a firm for the cleaning services at sum of Nucontract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bidders Form and the Price Schedule submitted by the bidders;
 - (b) Term of Reference
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) The Procuring entity’s Notification of award.
3. In consideration of the payments to be made by the Procuring entity to the firm as hereinafter mentioned, the firm hereby covenant with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the firm in consideration of the provision of the services and therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity) Signed, sealed, delivered by _____ the _____ (for the bidders) in the presence of _____.

SECTION IX: PERFORMANCE DEMAND BANK GUARANTEE

(Unconditional)

[The **bank/successful Bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets.]

[bank's name, and address of issuing branch or office]

Beneficiary: *[name and address of Employer]*

Date: *[date]*

PERFORMANCE GUARANTEE No.: *[Performance Guarantee number]*

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the Contract]* dated *[date of Contract]* with you, for the execution of *[name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without you needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than 30 days from the date of issuance of the Certificate of Completion, calculated based on a copy of such Certificate which shall be provided to us, or on the *[number]* day of *[month]*, *[year]* whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this Guarantee for a period not to exceed *[6 months]* *[1 year]*, in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the Guarantee.

[signature(s) of an authorized representative(s) of the bank]