

Request for Expression of Interest (EoI) Individual Consultant

National Pension and Provident Fund Thimphu,
Bhutan
2020-2021



Project Name:
TO PROVIDE AUDITING FOR ONGOING CONSTRUCTION SITE AT THIMPHU.

PREFACE

This Standard Request for Expression of Interest (SREoI) is based on the 2009 Procurement Rules and Regulations of the Royal Government of Bhutan. The SREoI must be used in the Procurement of Individual Consultants.

To obtain further information on procurement you may contact:

**Government Procurement and Property Management Division
Department of National Properties
Ministry of Finance Royal
Government of Bhutan**

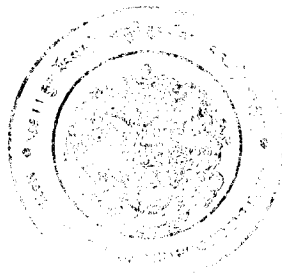
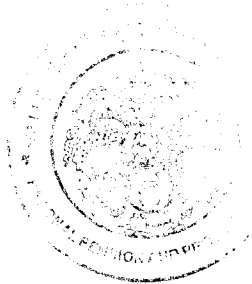


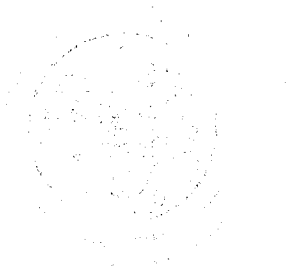
TABLE OF CONTENTS

Request For Expression of Interest 1
Invitation For Expression of Interest 2
Section 1: Instructions to Consultant 3
Section 2: Standard Forms 7
Section 3: Terms of Reference 17



REQUEST FOR EXPRESSION OF INTEREST

*TO PROVIDE AUDITING FOR
ONGOING CONSTRUCTION SITE AT
THIMPHU
National Pension & Provident Fund*



INVITATION FOR EXPRESSION OF INTEREST

NPPF/HRAD/11/

Date: 12th March 2021

The NPPF invites expression of interest to provide the following consulting services: to provide auditing for ongoing construction site at Thimphu. More details on the services are provided in the Terms of Reference.

An Individual Consultant will be selected as per the procedures described in this REOI, in accordance with Procurement Rules and Regulations in force of the Royal Government of Bhutan

The EoIs are to be submitted at the latest by [12th April 2021 on or before 12 Pm].

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

Section 1: Instructions to Consultants

Section 2: Standard Forms

Section 3: Terms of Reference

Yours sincerely,

Namgay Choden

procurement Officer

NPPF

SECTION 1: INSTRUCTIONS TO CONSULTANT

- 1. Scope of assignment** 1.1 The NPPF has received a budget from Management and intends to select an Individual Consultant for the specific assignment (outsourcing of technical auditor) as specified in the Terms of Reference in Section 4.
- 2. Qualifications of the Consultant** 2.1 Prospective Individuals shall demonstrate in their EoI that they meet the required qualifications and experiences and are fully capable of carrying out the assignment as specified in the ToR.
- 3. Conflict of Interest** 3.1 The Consultant shall hold the NPPF's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests. For this purpose, the provisions of the Procurement Rules and Regulations on Conflict of Interest shall apply.
- 4. Unfair Advantage** 4.1 If a Consultant could derive a competitive advantage from having provided Consulting Services related to the assignment in question, the NPPF shall make available to all Consultants together with this REoI all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- 5. Fraud and Corruption** 5.1 It is RGoB policy to require that Consultants, observe the highest standards of ethics during the procurement and execution of contracts.¹ In addition, as a condition of admission to eligibility, the Consultant shall execute and attach to their Proposals an Integrity Pact Statement in the form provided in **Form 4 of Section 3**.
- 6. Preparation of EoI** 6.1 EoI shall be typed or written in indelible ink in English language and shall be signed by the Consultant. Consultants are required to complete the following Forms:
- (a) Form 1: Submission of Expression of Interest;
 - (b) Form 2: CV of the Consultant; and
 - (c) Form 3: Integrity Pact
- 7. Submission of EoI** 7.1 The prospective Consultant can deliver their EoI by hand, mail, courier service to the address mentioned in this REoI.
- 7.2 EoI shall be properly sealed in envelopes addressed to the Procuring Agency as mentioned in the REoI advertisement and bear the name & address of the Consultant as well as the name of the assignment.
- For the outsourcing technical auditor
Procurement Officer
National Pension & Provident Fund
E-mail: choden.namgay@nppf.org.bt
- 7.3 The closing date for submission of EoI is *12th April 2021* up to *12:00 PM*. EoI must be submitted within this deadline. Any EoI received after the deadline for submission of EoI shall be declared late and returned unopened to the Consultant.

¹ In this context, any action taken by a Consultant to influence the procurement process or contract execution for undue advantage is improper.

- 7.4 EoI may be modified or substituted before the deadline for submission.
- 7.5 The Procuring Agency may at its sole discretion, extend the deadline for submission of EoI.
- 7.6 At any time prior to the deadline for submission of EoI the NPPF for any reason or on its own initiative may revise the REoI Document by issuing an Addendum which shall form an integral part of the Document.

8. Evaluation of EoI

8.1 Suitability of the Consultants shall be evaluated on the basis of criteria specified in the sub clause 8.2

8.2 The points to be given under each of the evaluation Criteria are:

[NPPF may apply the following criteria as appropriate and allocate points accordingly. The points may be further broken down for each criteria/sub criteria]

Criteria	Points
• Educational Qualification (Evidence to be submitted)	<i>[20 points]</i>
• Relevant Working Experience and its adequacy for the assignment	<i>[30 points]</i>
• Capability of work handling as per the mentioned ToR	<i>[30 points]</i>
• Suitability of skills (such as training, computer skills and tendering and also has a fair knowledge on procurement rules and regulation of RGoB and auditing).	<i>[20 points]</i>
Total points:	100 points

- 8.3 Immediately after the closing date and time for submission the Procuring Agency shall open all EoI documents, including any substitutions accompanied by a properly authorized substitution notice.
- 8.4 Following the opening of the EoI, and until the Contract is signed, no Consultant shall make any unsolicited communication to the Procuring Agency. Such an attempt to influence the Procuring Agency in its decisions on the examination, evaluation, and comparison of either the EoI or Contract award may result in the rejection of the EoI.
- 8.5 After the evaluation, the highest-ranked Consultant shall be asked to submit a financial proposal, which shall be subject to negotiation. The financial proposal shall be submitted as per the Form 3 provided in Section 3.

9. Negotiations

- 9.1 The first-ranked Consultant shall then be invited for negotiations. If negotiations fail, the Procuring Agency shall inform the Consultant in writing of the reasons for termination of the negotiations and then shall invite the Consultant who's EoI was ranked second to negotiate a Contract. Once negotiations commence with the second ranked Consultant the Procuring Agency shall not reopen the earlier negotiations.
- 9.2 During negotiations, the Procuring Agency and the Consultant shall finalize the "Terms of Reference", work schedule, and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"
- 9.3 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Consultant.
- 9.4 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Procuring Agency and the Consultant will finalize the agreed Contract.

10. Award of Contract

- 10.1 The Procuring Agency shall award the Contract to the selected Consultant, and:
- (a) as soon as possible notify unsuccessful Consultants, and
 - (b) publish a notification of award on the Employer's website.
- 10.2 The notifications to all unsuccessful Consultants, and the notification on the Employer's website, shall include the following information:
- (a) the assignment reference number;
 - (b) the name of the winning Consultant and total price it offered; and
 - (c) the date of the award decision.
- 10.3 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.
- 10.4 Where both the parties do not sign the Contract simultaneously,
- (a) The Procuring Agency shall send to the selected Consultant two original copies of (1) the full agreed Contract and (2) the letter of acceptance (notification of award), each signed by its duly authorized representative together with the date of signature;
 - (b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall not be more than 15 days from the date of its receipt by the Consultant;

- (c) The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the letter of acceptance and return one copy of each to the Procuring Agency before the expiry of the deadline indicated in the letter of acceptance;
- (d) In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Procuring Agency may negotiate with the second ranked Consultant.

10.5 The Consultant is expected to commence the assignment on after signing the contract at NPPF. The duration of the contract shall be [2 months] from the date of commencement.

SECTION 2: STANDARD FORMS

FORM-1 Expression of Interest Submission Form

FORM-2 Consultant's Curriculum Vitae

FORM-3 Remuneration and Reimbursable

FORM-4 Integrity Pact

Form 1A: Expression of Interest Submission Form

Date:

To:

[Address of Procuring Agency]

Dear Sir/Madam:

I, hereby submit my EoI to provide the consulting Services for [Insert title of assignment] in strict accordance with your Request for EoI dated..... [dd/mm/yy].

I declare that I was not associated, nor have been associated in the past, directly or indirectly, with a Consultant or any other entity that has prepared the design, specifications and others documents in accordance with Clause 3.

I have not been declared ineligible by the Royal Government of Bhutan on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with Clause 5.

If selected, I undertake to commence the consulting Services for the assignment not later than the date indicated in Clause 10.5.

I understand that the Procuring Agency reserves the right to accept or reject any EoI at any time prior to contract award.

Yours Sincerely,

Signature

Name:

Address:

Tel:

Attachment: *[List attachments]*

Form 1B- Consultant's Information Sheet

A. Consulting Services Data

Name of the consulting services	
Assignment (Brief Description)	

B. Consultant Data

* Name	
* Country of Nationality	
* Address of consultant	
* E-mail and contact No. of consultant	

C. Assignment Specific Qualifications and Experience

* Assignment Specific Experience (Provide information demonstrating your ability, skills and experience to undertake advertised assignment and deliver inputs/ outputs required under the TOR-add additional sheet if required (please use extra sheet if required))
* Please provide summary of your qualifications and attach your Curriculum Vitae (CV)***

D. Eligibility Declaration

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

- » The CV I attached correctly describes my qualifications and my experience
- » I am not part of the team who wrote the terms of reference for this consulting services assignment.
- » I have not been convicted of an offense or crime related to theft, corruption or fraud.
- » I understand that it is my obligation to notify Procuring Agency should I become ineligible to work with.
- » I understand that it is my obligation to notify Procuring Agency, or should I be convicted of an offense related to theft, corruption or fraud.

» Completed by (Name)	
Date (dd/mm/yyyy)	

Form 2- Curriculum Vitae (CV) of the Consultant

1. Name [*Insert full name*]: _____
2. Date of Birth: _____ Nationality: _____
3. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

4. Membership of Professional Associations: _____

5. Other Training [*Indicate professional training relevant to the project*]: _____
6. Countries of Work: [*List countries where staff has worked in the last ten years*]: _____

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

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

9. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Procuring Agency or Procuring Agency: _____

Main project features: _____

Positions held: _____

Activities performed: _____

Note: Attach the work experience certificate

10. Declaration:

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

_____ Date: _____
[Name & Signature of the consultant] *Day/Month/Year*

Form 3- Remuneration and Reimbursable

The highest ranked Consultant shall be asked to submit this form after the evaluation of the EoI. After negotiations, Remuneration & Reimbursable will be part of the total cost as per agreed deliverables in the contract.

(1) Remuneration

Rate (per month/ per day)	Time spent (person-months)	Total
		Sub-Total (1)

(2) Reimbursable

Item	Unit	Qty	Rate	Total
(a) Per Diem				
(b) Travel cost				
(c) Visas, resident permits, airport taxes and incidental travel costs (at cost)				
				Sub-Total (2)

Total Cost: Sub-Total (1) + Sub-Total (2)

Consultants' Representations Regarding Costs and Charges

I, hereby confirm that the basic salary indicated in the contract are taken from my payroll records and reflect the current salary rate **exempt taxes** and which have not been raised other than within the normal annual salary increase anticipated due to inflation, etc. If required I can provide the relevant copies of the latest contract papers upon which the rates are based.

(Name, Signature and date)

Form 4- Integrity Pact

INTEGRITY PACT

1. General:

Whereas (*Mr. Tshen Norbu, Operations Director*) representing the National Pension & Provident (NPPF), hereinafter referred to as the “**Employer**” on one part, and (*Name of bidder or his/her authorized representative, with power of attorney*) representing M/s.(*Name of firm*), hereinafter referred to as the “**Bidder**” on the other part hereby execute this agreement as follows:

This agreement shall be a part of the standard bidding document which shall be signed by the bidder during the bid submission and employer shall sign during the bid opening time. on both the parties from This IP is applicable only to “**large**” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

2. Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**² and **contract administration**³, with a view to:

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

3. Scope:

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

4. Commitments of the Employer:

The Employer Commits itself to the following: -

- 4.1 The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2 The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

² Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

³ Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, un-authorized sub-contract- ing and contract handing/taking over.

- 4.3 Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4 Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

5. Commitments of Bidders

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

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

6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

- 6.1 The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.
- 6.2 The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

7. Monitoring and Administration:

- 7.1 The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2 The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

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

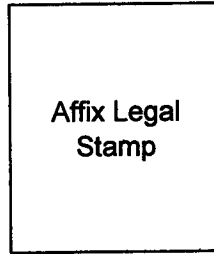
The parties hereby sign this Integrity Pact at (place) _____ on (date) _____



[Handwritten signature]
12/03/21

EMPLOYER

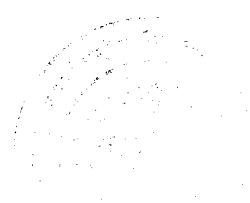
Witness: *[Handwritten signature]* 12/13/2021
Name: *Namgyal Choden*



BIDDER/REPRESENTATIVE

Witness: _____

Name:



SECTION 3: TERMS OF REFERENCE

Background

The National Pension and Provident Fund (NPPF) is an autonomous agency established to manage and administer the National Pension and Provident Fund Plan (NPPFP) for the civil servants and employees of the state/public enterprises/corporation; and Armed Forces Pension and Provident Fund Scheme (AFPPFS) for the members of armed forces, (collectively referred to as the Plan). The NPPF commenced its operations on July 2002 under the Government Executive Order, 2002. The National Pension Board (NPB, or Board) is the trustee of the Plan and is responsible for supervising and guiding the NPPF on investment of Funds and operations of the Plan.

NPPF would like to invite Expression of Interest for auditing of the ongoing construction site at Thimphu.

Following are the details of the prerequisites for the work:

Minimum required qualification: *Bachelor of Civil Engineering*

Minimum required experience

- 1. Experience in tendering, development of Bills of Quantities, analysis of rates, verification of contractor's bills, recording of work measurements in Measurement Books etc; and*
- 2. Must have executed at least five building projects with a minimum contract value of 10 million each in the past 10 years.*

Scope of the Audit

The details of the scope of audit for the ongoing construction of the Commercial Buildings at NPPF Residential Complex in Thimphu are as follows:

- 1. Verify that the process of tendering has been followed as per the Royal Government of Bhutan's Procurement Rules and Regulations.*
- 2. Undertake compliance audit of the work as per the contract, drawing, specifications etc;*
- 3. Verify that the complete set of designs and drawings of building were prepared and have been approved by competent authority;*
- 4. Verify that payments made to contractor is as per the terms of the contract;*
- 5. Verify the physical progress of the construction;*
- 6. Engage in technical consultation if requested by the Management;*

7. *Study the efficiency and effectiveness of the construction management processes and controls;*
8. *Notify the management of any evidence of fraud and or collusion that may be detected during the course of auditing.*
9. *Submit audit findings to the Management;*
10. *Provide recommendations to audit findings for enhancement and strengthening of control processes and systems in construction.*

PROJECT DETAILS

Name of Contractor: T Tobgyel Construction Pvt. Ltd.

Contract Amount: Nu. 213,010,602.85

Project Duration: 42 months

Date of commencement: May 11, 2018

Date for practical completion: November 11, 2021

Building A:

- *Basement +Ground +4 storeys*
- *12 units of 3BHK and the remaining will be leased as commercial space*
- *Plinth Area = 1,460 sq.m*

Building B:

- *Basement + Ground +4 storeys*
- *The whole building will be leased as commercial space*
- *Plinth Area= 675 sq.m*