



## STANDARD REQUEST FOR PROPOSALS

### Thimphu Dzongkhag Administration

Thimphu, Bhutan

8<sup>th</sup> April 2026

<b>Project Name</b>	Operation and Management of the Eco-Tourism Facility, Geneyzam, Geney Gewog, Thimphu
<b>Procuring Agency</b>	Thimphu Dzongkhag Administration
<b>Location</b>	Geneyzam, Geney Gewog, Thimphu, Bhutan
<b>Lease Term</b>	Five (5) Years
<b>Bid Submission Deadline</b>	30 <sup>th</sup> April 2026
<b>Reference No.</b>	TDA/ADM-01/2025-2026

This document contains five (5) sections: Letter of Invitation | Instructions to Bidders | Terms of Reference | Standard Bidding Forms | Integrity Pact



## SECTION 1: LETTER OF INVITATION

TDA/ADM-01/2025-2026/

Date: 8<sup>th</sup> April 2026

### Dear Prospective Bidder,

The Thimphu Dzongkhag Administration (hereinafter referred to as the "Procuring Agency") invites sealed proposals from eligible and qualified bidders for the Operation and Management of the Eco-Tourism Facility located at Geneyzam, Geney Gewog, Thimphu, for a lease term of five (5) years.

For detailed information on the scope of work, eligibility requirements, and evaluation criteria pertaining to the Operation and Management of the Eco-Tourism Facility, prospective bidders are requested to refer to the Terms of Reference set out in Section 3 of this document.

This Request for Proposal (RFP) is addressed to all interested bidders holding valid trade licenses in the tourism and/or hospitality industry. The successful bidder will be selected based on a combined evaluation of the Technical Proposal (30%) and the Financial Proposal (70%), in accordance with the evaluation methodology described in Annexure I: Evaluation and Marking Guidelines.

Proposals must be submitted no later than **30<sup>th</sup> April 2026**.

The complete RFP document comprises the following sections:

1. Section 1 – Letter of Invitation
2. Section 2 – Instructions to Bidders (including Data Sheet)
3. Section 3 – Terms of Reference
4. Section 4 – Technical and Financial Proposal: Standard Forms
5. Section 5 – Integrity Pact

The Dzongkhag Administration, Thimphu looks forward to receiving your proposal and thank you for your interest in this assignment.

Yours sincerely,

**(Minjur Dorji)**

DZONGDAG

Dzongkhag Administration, Thimphu





## SECTION 2: INSTRUCTIONS TO BIDDERS

### DATA SHEET

The following data sheet supplements the Instructions to Bidders. In case of conflict between the provisions of the Instructions to Bidders and the Data Sheet, the Data Sheet shall prevail.

ITB Reference	Clause	Details
ITB 1.1	Procuring Agency	Thimphu Dzongkhag Administration Method of Selection: Competitive Bidding
ITB 1.2	Assignment	<b>Name:</b> Outsourcing the Operation and Management of the Eco-Tourism Facility at Geneyzam, Geney Gewog, Thimphu. <b>Scope:</b> Operation and management of the eco-tourism facility for a period of five (5) years.
ITB 1.3	Pre-Proposal Conference	No pre-proposal conference will be held for submission of the documents.
ITB 2.1	Continuity of Work	The Procuring Agency envisages the need for continuity. All bidders are required to read the Terms of Reference set out in Section 3.
ITB 3.1	Integrity Pact	A signed Integrity Pact must be submitted along with the proposal. Refer to Section 5.
ITB 4.1	Proposal Validity	Proposals must remain valid for thirty (30) days after the submission date.
ITB 4.2	Clarifications	Clarifications may be requested no later than three (3) days before the submission deadline, i.e., until 30 <sup>th</sup> April 2026. Address for clarifications: <a href="mailto:gyenbo@thimphu.gov.bt">gyenbo@thimphu.gov.bt</a> or <a href="mailto:kezangt@thimphu.gov.bt">kezangt@thimphu.gov.bt</a>
ITB 5.1	Bid Security	Bid Security of Nu. 10,000/- (Ten Thousand) only shall be submitted along with bidding documents in the form of Bank guarantee or Cash warrant valid for 30 days.
ITB 6.1	Proposal Format	Bidders shall submit proposals in accordance with Section 4 of this document.
ITB 6.2	Currency	All costs shall be stated in Bhutanese Ngultrum (Nu.).
ITB 6.3	Copies	Bidders must submit the original and one (1) copy of the Technical Proposal, and the original of the Financial Proposal.
ITB 6.4	Submission Address	Dzongdag Dzongkhag Administration, Thimphu
ITB 7.1	Evaluation Criteria	Technical Proposal: 30 Marks (30%) Financial Proposal: 70 Marks (70%) Total: 100 Marks For a detailed breakdown of the marking rubric, refer to Annexure I of this document.



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## SECTION 3: TERMS OF REFERENCE

### 1. Title of the Project

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Outsourcing the Operation and Management of the Eco-Tourism Facility at Geneyzam, Geney Gewog, Thimphu.

### 2. Location

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Geneyzam, Geney Gewog, Thimphu, Bhutan.

### 3. Background of the Eco-Tourism Facility

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#### 3.1 General Background

- Geney Gewog is renowned for the Tricholoma matsutake mushroom, locally known as Sangay Shamu.
- Annual mushroom festivals have been organized on the 14<sup>th</sup> and 15<sup>th</sup> of August each year since 2015, initially by the National Mushroom Centre (NMC), Department of Agriculture (DoA), Ministry of Agriculture and Forests (MoAF), in collaboration with Geney Gewog.
- Responsibility for organizing the annual mushroom festival was transferred to Thimphu Dzongkhag Administration in 2019.
- On 23 March 2019, the first consultative meeting on the construction of the eco-tourism facility was convened at Thimphu Dzongkhag Tshogdu (DT) Hall. Participants included representatives from ABTO, GAB, DoA, DoFPS, DAMC, ARDC, NMC, NCD, and Dzongkhag and Gewog administrations.
- Construction commenced on 1<sup>st</sup> July 2019 and was completed on 26 November 2021.
- The facility was funded by the Government of India (GoI) under the Small Development Project initiative.
- An additional amount of Nu. 7.554 million was provided on 9 July 2021, co-financed from the Secretariat Flagship outlay.
- Total project expenditure: Nu. 43.727 million.
- Total facility area – 2.45 acres.

#### 3.2 Objectives of the Eco-Tourism Facility

- To promote Genekha and Dagala as model eco-tourism destinations.
- To create productive and gainful employment opportunities for local communities.
- To improve and sustain the livelihoods of highlander communities.
- To diversify the local economy and enhance productivity.
- To promote the Tricholoma matsutake annual festival as an attraction for both domestic and international tourists.







equivalent to the rental fees corresponding to the period operated, but no less than the rental fees for the full six (6) months.

- Termination Within Twelve (12) Months: If the successful bidder withdraws from or terminates the agreement within twelve (12) months from the commencement date (inclusive of the grace period), the bidder shall be liable to pay a sum equivalent to three (3) months' rental fees.
- These provisions are intended to discourage premature withdrawal following the grace period and to ensure the successful bidder's commitment to the sustained operation of the facility.

## 7.2 Rights and Responsibilities

### 7.2.1 Responsibilities of the Successful Bidder

The successful bidder shall be required to carry out and ensure the following:

- Operate and manage the facility in strict accordance with the terms and conditions of the agreement and the approved management plan.
- Maintain all facilities, infrastructure, and equipment as listed in the official inventory.
- Ensure the safety of all visitors at all times in connection with the services offered.
- Adopt and implement an effective waste management regime.
- Maintain the cleanliness and hygiene of the facility at all times.
- Provide all services in an environmentally responsible manner.
- Give employment priority to residents of Geney Gewog.
- Submit an annual audit report, including a performance report, to the Thimphu Dzongkhag Administration.
- Ensure that visitors obtain all necessary clearances and approvals for filming and research activities within the facility area.
- Provide free and unrestricted access to authorized officials from Thimphu Dzongkhag Administration or any other duly authorized government officials for monitoring and inspection purposes.
- Facilitate and support the conduct of the TWO (2) days annual Tricholoma matsutake (Sangay Shamu) Mushroom Festival by providing free access to relevant facilities such as Pavilion, Public Toilets-Eight units (separate facilities for male and female), Kiosks (food stalls with kitchen, (Six (6) units).
- Local product display area and camping site) to support the conduct of annual festival.
- Obtain prior written approval from Thimphu Dzongkhag Administration before constructing or installing any value-added, removable, or temporary facilities or structures within the facility area.
- Ensure all infrastructure and facilities are operated strictly for their intended purpose.
- Ensure that no pollutants, including noise pollution, are introduced or permitted within the facility area.



- Refrain from rearing domestic animals within the facility area.
- Not assert any rights over natural resources within or adjacent to the facility area.
- Refrain from carrying out any activities prohibited by law and ensure that all visitors comply with applicable laws and regulations of the Kingdom of Bhutan.

### **7.2.2 Rights of the Successful Bidder**

The successful bidder shall be entitled to:

- Use the brand name "Eco-Tourism Facility, Geneyzam" as a marketing tool in connection with the services offered, within the scope of the agreement.
- Regulate and monitor the entry and activities of all visitors to the facility.
- Market and package services offered at the facility.
- Pursue innovative and creative initiatives that enhance or promote the business, provided that such activities are in full compliance with all applicable laws of the Kingdom of Bhutan and these Terms of Reference.

### **7.3 Liabilities for Damages to Infrastructure or Items**

- Upon completion or termination of the agreement, the successful bidder shall be liable to compensate for any damages caused to the infrastructure or items, or shall repair or replace any damaged infrastructure or items that were handed over for the purpose of operation and management.
- The security deposit shall be returned to the successful bidder within thirty (30) days following the completion of the management term, subject to the fulfillment of the above conditions. Failure to refund the security deposit within the stipulated period shall attract a penalty of twenty-four percent (24%) per annum.

### **7.4 Contract Revision and Renewal**

- Any changes to the terms and conditions of the agreement during the management term shall be mutually discussed and agreed upon by both Thimphu Dzongkhag Administration and the successful bidder. The agreement shall be formally revised upon reaching such mutual agreement.
- Renewal of the agreement shall be subject to the successful bidder's compliance with annual performance standards assessed by a designated committee. Failure to meet the required performance standards, or a decision by the operator not to continue, shall result in an open competitive tendering process at the end of the lease period.
- The quoted rental amount shall remain valid for the duration of the lease period. In the event of renewal to the same or a new highest bidder, the monthly rental shall be subject to negotiation with the committee.
- All official correspondence and notices under the agreement shall be in writing, in the form of a signed letter or electronic mail (email).



## 7.5 Development, Maintenance and Improvement of the Facility

- During the lease period, the development of any new permanent infrastructure is strictly prohibited without prior written approval from the Thimphu Dzongkhag Administration.
- The successful bidder shall carry out all minor maintenance works (excluding major structural repairs) of all facilities and infrastructure at their own expense, without making permanent structural additions, unless otherwise approved by Thimphu Dzongkhag Administration. All facilities and infrastructure must be kept functional and operational throughout the term of the agreement. Major structural damages resulting from natural calamities or force majeure events beyond the bidder's reasonable control shall be repaired at the expense of the Royal Government of Bhutan (RGoB) upon thorough verification and assessments.
- The successful bidder shall continuously carry out site maintenance and beautification activities, including but not limited to:
  - Grass cutting and lawn maintenance.
  - Gardening and landscaping.
  - Road maintenance within the facility area, including the approach road.
- Any new development or enhancement of facilities and infrastructure shall be undertaken at the sole expense of the successful bidder, following prior written approval from Thimphu Dzongkhag Administration.
- Any new, approved temporary or removable facilities or infrastructure installed during the lease period shall become the property of the Royal Government of Bhutan upon expiry or termination of the agreement.
- Subletting of the operation and management rights of the facility is strictly prohibited.
- Mortgaging or pledging of the facility area or any part thereof is strictly prohibited.

## 7.6 Payment of Taxes, Land Lease, and Utilities

- The successful bidder shall be responsible for the timely payment of all applicable taxes in accordance with the taxation laws of the Royal Government of Bhutan.
- The successful bidder shall bear all charges for utilities including, but not limited to, water, sewerage, gas, electricity, telephone, and any other services consumed during the management term.
- The ownership of the land remains with the Dzongkhag Administration, Thimphu, however, the annual land lease amount of Nu. 76,840/- (calculated as: 2.45 acres (106722 sq.ft) x 0.72 (lease rate/sq ft/annum)=76,840/-) shall be paid by the successful bidder and is non-negotiable. For practical purposes, this amount may be incorporated into the monthly financial obligations at Nu. 6,403/- per month.
- Thimphu Dzongkhag Administration shall be responsible for arranging and maintaining comprehensive mechanisms for the facility during the times of damages caused from natural calamities and other disasters.



## 8. Monitoring and Evaluation

The Thimphu Dzongkhag Administration shall conduct periodic monitoring and evaluation of the facility's operations, including an annual performance review. The review shall assess, at a minimum, the following:

- Compliance with the facility's star rating classification as assessed by the Department of Tourism, Bhutan.
- Identification of major maintenance requirements and the condition of infrastructure.
- Timely deposit of monthly rental payments. Reconciliation of deposits shall be conducted on a quarterly basis by the Geney Gewog Accountant under the Dzongkhag Cluster Finance.
- Failure to make timely rental deposits shall attract a penalty of twenty-four percent (24%) per annum on the outstanding amount.

## 9. Termination of the Agreement

Either party may terminate the agreement in the event of a fundamental breach by the other party, by providing one (1) month's written notice. A fundamental breach of agreement shall include, but shall not be limited to, the following:

- The successful bidder fails to comply with the terms and conditions of the agreement, and such non-compliance is repeated on three (3) or more occasions. In cases of severe non-compliance, the agreement may be terminated immediately without notice.
- The successful bidder fails to deposit the monthly rental amount for two (2) consecutive months.
- The successful bidder has, in the judgment of the Thimphu Dzongkhag Administration, engaged in corrupt or fraudulent practices.
- In the event of termination initiated by Thimphu Dzongkhag Administration, the successful bidder retains the right to pursue legal remedies through applicable legal proceedings.
- Any payment or reimbursement upon termination shall be made only after close verification and assessment by Thimphu Dzongkhag Administration.
- The successful bidder shall have no claim for damages, compensation, loss of earnings, allowances, or any other relief by reason of any action taken or notice given by Thimphu Dzongkhag Administration under these termination provisions.
- Upon termination of the agreement, the successful bidder shall hand over the facility to Thimphu Dzongkhag Administration within two (2) weeks from the date of termination, in the same condition as initially received.
- If the agreement is terminated due to a fundamental breach by the successful bidder, or if the bidder unilaterally cancels the agreement during the management term, the security deposit shall be forfeited in full.



## 10. Force Majeure

The agreement may be terminated or the management term extended in the event of a force majeure. For the purposes of this agreement, "Force Majeure" means any event where:

- The facility or any part thereof is destroyed or damaged by fire, earthquake, flood, lightning, storm, or violence not caused by any willful act or negligence of the successful bidder.
- Any other event of force majeure renders the facility unfit for the purpose for which it was leased.
- Either party is prevented from fulfilling its obligations under the agreement for a continuous period of at least thirty (30) days due to reasons beyond the reasonable control of the affected party.

**Force majeure shall not include the following events:**

- Normal rainfall, snowfall, or seasonal weather conditions.
- Strikes or other catastrophic events in other countries that have no direct bearing on the operation and management of the facility.

## SECTION 4: STANDARD FORMS FOR TECHNICAL AND FINANCIAL PROPOSAL

### Geneyzam Eco-Tourism Facility — Proposal Submission Form

**Note:** *All sections of this form must be completed accurately. Incomplete submissions may lead to disqualification. Supporting documents must be attached wherever indicated. Every page of the submission must bear the authorized signatory's signature and seal.*

#### A. Bidder Information

Field	Details
Company / Consortium Name	
Registered Address	
Contact Person	
Phone / Email	
Type of Organization	<input type="checkbox"/> Company <input type="checkbox"/> Consortium <input type="checkbox"/> Other (Specify):
BIT Certificate / Business Registration No.	

**Supporting Document Required: Valid Trade License / Business Registration Certificate.**





#### D. Operation and Management Plan (Total: 0 Marks — Pass/Fail Threshold)

Bidders must attach a comprehensive Operation and Management Plan addressing all of the following components.

No.	Component	Description Required
1	Vision, Mission, and Objectives	Clearly state the vision, mission, and objectives aligned with eco-tourism principles.
2	Organizational Structure and Staffing	Attach an organogram and describe roles and staffing adequacy.
3	Facility Management	Describe operational approach for Lodging, Restaurant/Bar, Stone Bath, Kiosks, and Camping Site. Include proposed fee structure, safety procedures, and service standards.
4	Socio-Cultural Considerations	Describe approach to local employment, cultural sensitivity, and community engagement.
5	Ecological Considerations	Describe waste management plan, low-impact tourism practices, and environmental awareness initiatives.
6	Marketing and Promotion	Detail planned tourism packages, Brand Bhutan alignment, and visitor engagement strategies.
7	Financial Analysis and Sustainability	Provide revenue projections, cost estimates, and a financial viability assessment for the five (5)-year period.

#### E. Financial Proposal (Total: 70 Marks)

Bidders are required to state the proposed monthly rental amount (bid value). The bid value must clearly reflect the bidder's capacity to meet the monthly rental obligations, including the proportionate monthly contribution towards the annual land lease amount of Nu. 76,840/- (equivalent to Nu. 6,403/-per month).

Item	Amount (Nu.)
Proposed Monthly Rental / Bid Value	Nu.
Monthly Land Lease Contribution (Non-Negotiable)	Nu. 6,403/-
<b>Total Monthly Financial Obligation</b>	<b>Nu.</b>

**Scoring Formula:**  $Financial\ Score = (Bidder's\ Bid\ Value \div Highest\ Bid\ Value) \times 70$

#### F. Mandatory Declarations

I/We, the undersigned, hereby declare and confirm the following:

- I/We have read, understood, and unconditionally agree to all the terms and conditions set out in the Terms of Reference and this RFP document.
- Priority in the recruitment of employees will be given to residents of Geney Gewog, as required by the Terms of Reference.





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## SECTION 5: INTEGRITY PACT

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### 1. General

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This Integrity Pact (hereinafter referred to as the "IP") is entered into between the Thimphu Dzongkhag Administration, Royal Government of Bhutan (hereinafter referred to as the "Employer"), on the one part, and the Bidder registered with the relevant authority in the Kingdom of Bhutan (hereinafter referred to as the "Bidder"), on the other part.

Both parties agree to abide by the terms and conditions set out in this document. This IP is applicable to all contracts related to works, goods, and services procured in connection with this RFP.

### 2. Objectives

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This Integrity Pact aims to prevent all forms of corruption and deceptive practices by establishing a system that is fair, transparent, and free from undue influence in the bidding process and contract administration, with the following objectives:

- To enable the Employer to obtain the required services at a reasonable and competitive price, in conformity with the defined specifications.
- To enable bidders to refrain from offering bribes or engaging in corrupt practices, with the assurance that competitors will also abstain from such conduct.

### 3. Scope

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The validity of this Integrity Pact shall cover the entire bidding process and the contract administration period.

### 4. Commitments of the Employer

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The Employer commits to the following:

- No official of the Employer, whether directly or indirectly connected with the contract, shall demand, solicit, promise, or accept any bribe, gift, reward, favor, or any material or immaterial benefit from the Bidder, in exchange for an advantage in the bidding process or contract administration.
- Officials of the Employer shall declare any conflict of interest. An official with a private or personal interest in a decision related to this matter shall recuse themselves from participating in or influencing such a decision.
- Officials of the Employer who observe, suspect, or have reasonable cause to believe that any person has breached or attempted to breach the provisions of this IP shall report the matter to the Employer or the relevant authority.
- Upon receipt of any report of breach, the Employer shall initiate appropriate disciplinary or other related proceedings, and the person found in breach shall be debarred from further involvement in bidding processes and contract administration.



## 5. Commitments of the Bidder

The Bidder commits to the following:

- The Bidder shall not directly or through intermediaries offer any bribe, gift, consideration, commission, fees, or other advantage to any official of the Employer, or to any third party related to the contract, in exchange for any advantage in the bidding process or contract administration.
- The Bidder shall not collude with other interested parties to manipulate, in any form or manner, the bidding process or contract administration.
- If the Bidder has observed, or has reasonable grounds to believe, that the provisions of this IP have been breached by the Employer or other bidders, the Bidder shall report such breach to the Employer or the relevant authority.

## 6. Sanctions

Any breach of the provisions of this Integrity Pact shall render the party in breach liable to any applicable rules and laws of the Kingdom of Bhutan.


## 7. Monitoring and Administration

- The Employer shall be responsible for the administration and monitoring of this Integrity Pact in accordance with the applicable laws of the Kingdom of Bhutan.
- The Bidder shall have the right to appeal through the arbitration mechanism provided for in the relevant rules and regulations.

We, the undersigned, hereby declare that we have read and fully understood the provisions of this Integrity Pact and agree to be bound by its terms.

Executed at: \_\_\_\_\_

Date: \_\_\_\_\_

<p>For and on behalf of  <b>Thimphu Dzongkhag Administration</b>  <i>(Employer)</i></p>  <p style="text-align: right;"> <small>DZONGDAG          Dzongkhag Administration          Thimphu</small> </p> <p>Name: <b>(Minjur Dorji)</b>          Designation: Dzongdag          Date: 8/4/2026</p>	<p>For and on behalf of  <b>[Bidder / Bidder's Representative]</b>  <i>(Bidder)</i></p> <p>Name: _____          Designation: _____          Date: _____</p>
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## ANNEXURE I: EVALUATION AND MARKING GUIDELINES

The evaluation of proposals shall be conducted in accordance with the following marking rubric. The total score is 100 marks, comprising a Technical Proposal component (30%) and a Financial Proposal component (70%).

Section	Sub-Criteria	Max Marks	What the Evaluator Should Check	Scoring Guidance
<b>General Rule</b>	—	—	Evaluate based solely on submitted documents.	No evidence = 0 marks. Partial evidence = partial marks. Strong and clear evidence = full marks.
<b>Technical Proposal (30%)</b>	<b>B-Bidder's Profile</b>	<b>10</b>	—	—
	B1: Company Background and Organizational Structure	5	Business relevance to tourism/hospitality; organizational chart; staff strength.	a) 5: Complete, relevant, well-structured. b) 3–4: Mostly complete with minor gaps. c) 1–2: Limited or unclear. d) 0: Missing or irrelevant.
	B2: Financial Position	5	Annual turnover for three years; financial stability; supporting documents.	a) 5: Strong, stable, and well-documented. b) 3–4: Moderate with minor gaps. c) 1–2: Weak or incomplete. d) 0: No supporting evidence.
	<b>C-Key Professional Staff Qualifications and Competence</b>	<b>20</b>	CVs, qualifications, relevant experience, role suitability.	A) 17–20: Fully qualified and complete team. B) 11–16: Adequate, some minor gaps. C) 5–10: Weak or incomplete. D) 0–4: No credible staff information.
	<b>D-Operation and Management Plan (Pass/Fail)</b>	<b>Pass / Fail</b>	Quality, practicality, and completeness of the management plan covering all seven components.	Pass: All seven components addressed with adequate depth and practicality. Fail: Missing one or more components, or plan is inadequate. Bidder may be disqualified.
	<b>Technical Total</b>	<b>30</b>		



<b>Financial Proposal (70%)</b>	<b>E1-Monthly Bid Value</b>	<b>70</b>	Compare each bidder's bid value against the highest bid value received.	Formula: Score = (Bidder's Bid Value ÷ Highest Bid Value) × 70 The highest bidder receives 70 marks.
	<b>Financial Total</b>	<b>70</b>		
<b>GRAND TOTAL</b>	All Sections Combined	<b>100</b>	Ensure scores are evidence-based, consistent and sum to 100.	Award to the highest-evaluated bidder with a passing management plan and Agreement

### Notes on Evaluation

- The Financial Proposal score carries a weight of seventy percent (70%) of the total score, reflecting the primacy of financial capacity to sustain monthly rental obligations, inclusive of the monthly land lease contribution of Nu. 6,403/-.
- The Technical Proposal carries a weight of thirty percent (30%) of the total score, assessing bidder experience, staff competence, and financial stability.
- The Operation and Management Plan (Section D) is assessed on a Pass/Fail basis. A bidder whose management plan fails to meet the minimum threshold may be disqualified regardless of the financial score.
- The Compliance check (signed declarations, valid trade license, Integrity Pact) is mandatory. Missing mandatory documents shall result in immediate disqualification.

### DEFINITIONS

For the purposes of this RFP, the following definitions apply:

**"Business"**: Any business, trade, occupation, profession, calling, industry, or undertaking of any kind, or any other activity carried on for gain or profit by any person within Bhutan and includes all property derived from or used in or for the purpose of carrying on such activity, and all rights and liabilities arising therefrom.

**"Contract"**: A formal agreement in writing entered into between the Procuring Agency and the supplier, service provider, or contractor on mutually acceptable terms and conditions and in compliance with all relevant provisions of the laws of the Kingdom of Bhutan. The term "Contract" shall also include "Framework Contract."

**"Bidding Process"**: For the purposes of this IP, the procedures covering the tendering process from bid preparation, bid submission, bid processing, to bid evaluation.

**"Contract Administration"**: For the purposes of this IP, the processes of contract award, contract implementation, unauthorized sub-contracting, and contract handover/takeover.

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