

Request For Quotation

**Package No. NCS-01(lot 3):Critical Skills Training-Skills Development Program
(Training 1(a&b), Training 2(a&b), Training 3(a&b), Training 4(a&b), Training 5(a&b),
Training 6(a&b), Training 7(a&b), Training 8(a& b), Training 9, Training 10(a&b), Training
11(a&b), Training 12(a&b), Training 13(a&b) & Training 14**

Project Management Unit

**Pathways for Emerging Skills and Jobs Project
Department of Workforce Planning and Skills Development
Ministry of Education and Skills Development**

Issued on: 8/09/2026

REQUEST FOR QUOTATION - SERVICES (RFQS)

Project Title : Pathways for emerging Skills and Jobs Project

Source of Funding: Asian Development Bank

Contract Ref : DWPSD/PESJP/NCS-01(Training 3)/2026-2027/

Date of Issue of Request: 8/09/2026

To : _____

Sir/Madam:

1. The Department of Workforce Planning and Skills Development, MoESD (Client) hereby requests you to submit price quotation/(s) for the performance of the services described in the **Scope of Services** attached as **Appendix A** in these documents. If you, however, have been associated with the preparation of this **Scope of Services** that is the subject of this request, you shall be disqualified.

To assist you in the preparation of your price quotation we enclose, in addition to the **Scope of Services**, the **Form of Quotation** and form of **Contract** are also attached.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
 - (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Client, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its [Anticorruption Policy](#) (1998, as amended to date) or
 - (e) the contracting of services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
3. To be qualified, you must have experience as a Service Provider of the services covered by this **Request for Quotation**. As evidence, you must attach a **document of your experience as Service Provider in at least one contract in the last 3 years of a size and nature similar to the requirements of this contract. Further, the firms should submit trade license, valid registration certificate (issued by BQPCA), Curriculum Vitae of Key Experts, academic qualification certificate and other relevant documents**. Failure to submit these documents will form enough ground for rejection of the proposal.
4. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for all the items as described in the **Scope of Services**, and submitted only in the attached **Form of Quotation**. The currency of quoted prices and payment shall be **Ngultrum**.
- (b) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (c) You shall submit one original of the **Form of Quotation**, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". In case of any discrepancy between the Original and Copy, the Original shall prevail.
- (d) Your quotation(s) should be valid for a period of 90 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Service Providers for the project for two years.

Submission and Opening

- (e) Your **Form of Quotation** should be submitted by **8/10/2026 on or before 10.30 Am** with the required documents that should be signed, sealed in an envelope and addressed to and delivered to the following address:

Client's Address : **Project Director
Pathways for Emerging Skills and Jobs Project
Department of Workforce Planning and Skills Development
Ministry of Education and Skills Development
Kawajangsa, Thimphu**

- (f) Quotations shall be opened in public, in the presence of participating Service Providers' representatives who choose to attend, on **8/10/2026 at 11.00AM** and at the following address.

**Conference Hall
Department of Workforce Planning and Skills Development
Ministry of Education and Skills Development
Kawajangsa, Thimphu**

Evaluation and Comparison

- (g) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and

specifications in this **Request for Quotation**.

(h) In evaluating the quotations, the Client will adjust for any arithmetical errors as follows:

- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- (ii) where there is a discrepancy between the unit rate (where applicable) and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

If you refuse to accept the correction/(s), your quotation will be rejected.

Award of Contract

(i) The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.

(j) The Service Provider whose quotation has been accepted will be notified by the Client within **90 days** from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Client.

(k) The successful Service Provider shall sign the **Contract** governed by the annexed **Contract Terms and Conditions**.

5. Further information can be obtained from:

Name : **Tshewang Gyeltshen**
 : **Procurement Specialist**
Address : **PMU, PESJP, DWPSD, MoESD**
E-mail : **tshewangpesjp@gmail.com**

6. The Client intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.

7. Under [ADB's Anticorruption Policy](#) (1998, as amended to date) Service Providers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the Service Provider recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.

8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries,

including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the client's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

(a) Name of Institution: _____

(b) Period of debarment, ineligibility, or blacklisting (start and end date): _____

(c) Reason for the debarment, ineligibility, or blacklisting: _____

9. You/your firm's, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

(a) Nature of the offense/violation: _____

(b) Court/Area of jurisdiction: _____

(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____

(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the client's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by e-mail the receipt of this request and whether or not you will submit the price quotation(s).

¹ Any such disclosure shall be forwarded by the Client to ADB.

Sincerely,

Project Director

**FORM OF QUOTATION
(Services)**

_____ [date]

To: _____ [Client's Name]

_____ [Client's Address]

We offer to execute the _____ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency]_____.

We offer to execute the _____ [name and number of Contract] in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price not to exceed _____ [amount in words and numbers] (_____) [name of currency]_____ in accordance with **Price Schedule** annexed to the **Scope of Services**.

We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the priced **Scope of Services**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation** document.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (c) are not owned by the Client; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider: _____

Authorized Signature : _____

Name of Signatory : _____

Title of Signatory : _____

Address : _____
Telephone Number : _____
Fax Number, if any : _____
Email address (optional) : _____

ACCEPTANCE

The Client accepts the Service Provider's offer to provide the service.

Name of Client : Project Management Unit, PESJP, DWPSD, MoESD
Authorized Signature : _____
Name of Signatory : Mr. Phub Rinzin
Title of Signatory : Project Director
Date : _____

PRICE SCHEDULE

Training 1a: Food Production, Institute Certificate, Bumthang (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Food Production (20 candidates)	Nos.	1		
	Total Amount				

Training 1b: Food Production, Institute Certificate, Tashignag (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Food Production (20 candidates)	Nos.	1		
	Total Amount				

Training 2a: F&B Services, Institute Certificate, Mongar (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	F&B Services (20 candidates)	Nos.	1		
	Total Amount				

Training 2b: F&B Services, Punakha, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	F&B Services (20 candidates)	Nos.	1		
	Total Amount				

Training 3a: Spa and Massage Therapy, Bumthang, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Spa and Massage Therapy (20 candidates)	Nos.	1		
	Total Amount				

Training 3b: Spa and Massage Therapy, Paro, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Spa and Massage Therapy (20 candidates)	Nos.	1		
	Total Amount				

Training 4a: Front Desk Receptionist, Paro, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Front Desk Receptionist (20 candidates)	Nos.	1		
	Total Amount				

Training 4b: Front Desk Receptionist, Haa, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Front Desk Receptionist (20 candidates)	Nos.	1		
	Total Amount				

Training 5a: Housekeeping, Phuntsholing, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Housekeeping (20 candidates)	Nos.	1		
	Total Amount				

Training 5b: Housekeeping, Tsirang, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Housekeeping (20 candidates)	Nos.	1		
	Total Amount				

Training 6a: Repair and Maintenance of Home Appliances, Pemagatshel, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Repair and Maintenance of Home Appliances (20 candidates)	Nos.	1		
	Total Amount				

Training 6b: Repair and Maintenance of Home Appliances, Dagana, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Repair and Maintenance of Home Appliances (20 candidates)	Nos.	1		
	Total Amount				

Training 7a: Hair & Beauty, Trashiyangtse, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Hair & Beauty (20 candidates)	Nos.	1		
	Total Amount				

Training 7b: Hair & Beauty, Lhuntse, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Hair & Beauty (20 candidates)	Nos.	1		
	Total Amount				

Training 8a: Data Analytics and AI Applications, Gelephu, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Data Analytics and AI Applications (20 candidates)	Nos.	1		
	Total Amount				

Training 8b: Data Analytics and AI Applications, Mongar, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Data Analytics and AI Applications (20 candidates)	Nos.	1		
	Total Amount				

Training 9: Surveyor Technician, Thimphu, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Surveyor Technician (20 candidates)	Nos.	1		
	Total Amount				

Training 10a: E-Commerce, Gelephu, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	E-Commerce (20 candidates)	Nos.	1		
	Total Amount				

Training 10b: E-Commerce, Samdrupjongkhar, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	E-Commerce (20 candidates)	Nos.	1		

Training 11a: Financial Literacy and Crypto Investment, Wangduephodrang, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Financial Literacy and Crypto Investment (20 candidates)	Nos.	1		
	Total Amount				

Training 11b: Financial Literacy and Crypto Investment, Samtse, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Financial Literacy and Crypto Investment (20 candidates)	Nos.	1		

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
	Total Amount				

Training 12a: Mushroom Cultivation, Zhemgang, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Mushroom Cultivation (20 candidates)	Nos.	1		
	Total Amount				

Training 12b: Mushroom Cultivation, Dagana, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Mushroom Cultivation (20 candidates)	Nos.	1		
	Total Amount				

Training 13a: Bakery & Confectionary, Gasa, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Bakery & Confectionary (20 candidates)	Nos.	1		
	Total Amount				

Training 13b: Bakery & Confectionary, Lhuntse, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Bakery & Confectionary (20 candidates)	Nos.	1		
	Total Amount				

Training 14: Fire Safety, Vertical Rescue and Swift Water Skills Training, Thimphu, Institute Certificate (Total 20 candidates)

Item no.	Activity	Unit	Qty (A)	Unit Price (B)	Quoted Amount (A*B)
1	Fire Safety, Vertical Rescue and Swift Water Skills Training (20 candidates)	Nos.	1		
	Total Amount				

CONTRACT

Name of Country: Bhutan

Project Name: Pathways for Emerging Skills and Jobs Project

Name of Contract: _____

Contract Number _____

This Contract is entered into on _____[date]____ day of _[month]_, _[year]____, between **Department of Workforce Planning and Skills Development, MoESD** (hereinafter called "the Client") on the one part, and _____[name of Service Provider]____ (hereinafter called "the Service Provider") on the other part.

Whereas the Client has requested a quotation for _____ [description of services] to be performed by the Service Provider in accordance with the **Contract**, and has accepted the Quotation by the Service Provider in the amount of _____ [amount in words] _____ [amount in figures] hereinafter called "the Contract Price".

The Client and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation**, with **Scope of Services** and **Appendix** [*and Price Schedule under Option B form of quotation*]; and
 - b) **Contract Terms and Conditions**;
2. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.
3. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of _____ [country of Client] on the date indicated above.

Signature and seal of the Client:

For and on behalf of

Name of Authorized Representative

Signature and seal of the Service Provider:

For and on behalf of

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: **Pathways for Emerging Skills and Jobs Project**
Client: **Department of Workforce Planning and Skills Development**
Contract No. _____

1. Definitions

- (a) "Contract" means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
- (d) "Completion" means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- (e) "Client" means the entity purchasing the Services.
- (f) "Services" means the services the Service Provider will perform as specified in the Scope of Services in Appendix A.
- (g) "Service Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
- (h) "ADB" is the Asian Development Bank.

2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Client's country (**Law of Kingdom of Bhutan**).

3. Language

All communications and documents related to the Contract shall be in English.

4. Assignment

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

5. Fraud and Corruption

This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Service Providers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Performance of the Services

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

7. Required Performance Standards (with attachments as necessary to be prescribed by Client.)

- (a) General Description
- (b) Specific Standards
- (c) Performance Parameters

Service Provider confirms compliance with above standards and parameters.

8. Service Completion Schedule

The services should be completed as per schedule indicated in the **Scope of Services** but not exceeding _____ months from the date of signing of contract.

9. Fixed Contract Price

The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to Clause 11 [Payment] below.

10. Taxes and Duties

The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

11. Payment

Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made in the following manner:

Payment of training will be as follows:

Payment	Time of payment	Documents required
Part 1 Payment – 20% of the contract amount	On signing of the contract	Invoice and unconditional bank guarantee and endorsed curriculum.
Part 2 Payment - 30% of the contract amount	Upon submission of student enrollment details and approved by DWPSD	-Trainees enrollment details -Trainees documents (retain with training provider) -Invoice
Part 3 Payment – 50% of the contract amount	After completion of the training and award of Institute Certification	Training completion report as per the clause 4 of the ToR and invoice

12. Resolution of Disputes

The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of the **Alternative Dispute Resolution Act of Bhutan 2013**.

13. Independent Service Provider

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

14. Intellectual Property Rights

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

15. Failure to Perform

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

16. Termination Due to Integrity Violation

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

17. Other Grounds for Termination

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

18. Force Majeure

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(a) For purposes of this Clause, "Force Majeure" means an events beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- (b) If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

19. Accounts and Records

- (a) The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
- (b) Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.
- (c) The Service Provider shall permit ADB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by ADB.

20. Suspension of ADB Loan or Credit.

In the event that ADB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider are being made, the Client is obligated to notify the Service Provider, with copy to the Client's representative, of such suspension within 7 days of having received ADB's suspension notice.

21. Termination Notice Due to Non-payment

If the Service Provider has not received payments due within the 28 days as provided for in Clause 11 [Payment], the Service Provider may immediately issue a 14-day termination notice.

Appendix A

TERMS OF REFERENCE (TOR) FOR IMPLEMENTATION OF CRITICAL SKILLS TRAINING (CST) PATHWAYS FOR EMERGING SKILLS AND JOBS PROJECT (PESJP), ADB

1. Background

The Royal Government of Bhutan (RGoB) has approved the Pathways for Emerging Skills and Jobs Project (PESJP) to support the government's efforts to increase the employability of youth in Bhutan and to implement its strategic plan for transforming the technical and vocational education and training (TVET) system in Bhutan. The project, which is funded by Asian Development Bank (ADB) and the Japan Fund for Prosperous and Resilient Asia and the Pacific (JFPR), aims to reduce youth unemployment, which has risen because of the coronavirus disease (COVID-19) pandemic followed by the economic downturn through expanding the breadth and depth of TVET courses for youth, especially job seekers, women, and people with disability, considering industry demands, youth aspirations, and emerging job opportunities.

The JFPR project aims to increase access to quality inclusive education and skills development programs for people with disabilities. The project has strong pro-poor and socially inclusive features to promote technical and vocational education and training (TVET) for children and youth with disability through provisions of skilling programs. The main beneficiaries are children and youth with disabilities in special education needs (SEN) schools, specialized schools for hearing and visual impairments, and TVET institutions as well as their teachers and instructors.

Critical Skills Development has been identified as a key strategy to address youth unemployment during the 13th FYP. The Department of Workforce Planning and Skills Development (DWPSD), Ministry of Education and Skills Development (MoESD) will be skilling around 1200 individuals in the 13th FYP period through the PESJP, ADB. To achieve the project objective and to provide employable skills, the DWPSD plans to provide skills training to 400 job seekers in FY 2026-2027. The skills areas are identified based on the Bhutan labor market needs, Bhutan Workforce Futures 2022, and Skills Need Assessment conducted by the Department in collaboration with MoICE.

The DWPSD intends to implement the identified skills training under the CST in partnership with the registered training providers. The training program is supported by the PESJP, ADB.

1.1 Objective

- a) Develop a pool of skilled workforce equipped for gainful employment including self-employment opportunities and;

- b) Meet the critical HR requirement of the economy through the supply of skilled and competent workforce.

1.2 Scope

The scope of the program encompasses the skilling of youth in the following areas, with implementation to be undertaken in the respective Dzongkhags specified for each training area.

Training	Training Area	Training Duration	Dzongkhag	Certificate Level	No. of Slot
Training 1 (a & b)	Food Production	3 months	Bumthang & Tashigang	Institute Certificate	20 Each
Training 2 (a & b)	F&B Services	3 months	Mongar & Punakha	Institute Certificate	20 Each
Training 3 (a & b)	Spa and Massage Therapy	3 months	Bumthang & Paro	Institute Certificate	20 Each
Training 4 (a & b)	Front Desk Receptionist	3 months	Paro & Haa	Institute Certificate	20 Each
Training 5 (a & b)	Housekeeping	2 months	Phuntsholing & Tsirang	Institute Certificate	20 Each
Training 6 (a & b)	Repair and Maintenance of Home Appliances	2 months	Pemagatshel & Dagana	Institute Certificate	20 Each
Training 7 (a & b)	Hair & Beauty	3 months	Tashiyangtse & Lhuntse	Institute Certificate	20 Each
Training 8 (a & b)	Data Analytics and AI Applications	3 months	Gelephu & Mongar	Institute Certificate	20 Each
Training 9	Surveyor Technician	3 months	Thimphu	Institute Certificate	20
Training 10 (a & b)	E-Commerce	3 months	Gelephu & Sjongkhar	Institute Certificate	20 Each
Training 11 (a & b)	Financial Literacy and Crypto Investment	3 months	Wangdue & Samtse	Institute Certificate	20 Each

Training 12 (a & b)	Mushroom Cultivation	1 month	Zhemgang and Dagana	Institute Certificate	20 Each
Training 13 (a & b)	Bakery & Confectionary	3 months	Gasa and Lhuntse	Institute Certificate	20 Each
Training 14	Fire Safety, Vertical Rescue and Swift Water Skills Training	1 month	Thimphu	Institute Certificate	20
Note: The minimum qualification of the applicants must be as per the endorsed curriculum and the duration of the program should be not more than three months					

2. Roles and Responsibilities of Training Provider

The training providers shall be responsible to:

- i. Develop curriculum and seek endorsement from the TTTRC, DWPSD;
- ii. To mobilize the trainees, announce the training areas and slots through the TVET-MIS, the institute's website, and other social media and mass media platforms including BBS;
- iii. Advocate and mobilize participants for the program within 30-60 days from the date of signing the contract;
- iv. Facilitate registration and enrollment of the participants for the training program;
- v. Ensure the selection of the trainees as per the endorsed curriculum of which at least 40% participant should be female (at least 8 or more candidate should be female);
- vi. Enroll the participants from Community Learning Centre (CLC) If eligible;
- vii. Sign undertaking with the selected candidates to ensure successful completion of training;
- viii. Submit the final list of participants as per the slot announced (**Annexure 1**) to the DWPSD for endorsement;
- ix. Arrange training venues with the required training facilities, equipment and materials prior to training commencement;
- x. Display training banner at the training facility in the format provided by the DWPSD;
- xi. Ensure the training is delivered in accordance with the endorsed curriculum;
- xii. Ensure provision of monthly stipend of Nu. 3,500 per trainee for the duration of the training;

- xiii. Arrange training resources (trainers, curriculum, classrooms, required training equipment/materials, and strong internet facility) in a timely manner for effective training delivery;
- xiv. Use the Community Learning Centre (CLC) facilities in the Dzongkhag if feasible to implement the training;
- xv. Ensure a safe working environment during training programs with gender friendly facilities.
- xvi. Ensure effective monitoring mechanism during training delivery, through program briefing, maintain daily attendance (as per the format provided by DWPSD in **Annexure 2**) and assessment of the trainees;
- xvii. Submit monthly training report to the DWPSD including all details mentioned in this TOR;
- xviii. Immediately report any withdrawal cases to the DWPSD;
- xix. Conduct assessment and certification of the trainees on successful completion of the training program;
- xx. Submit the training completion report to the DWPSD, MoESD within 2 weeks from the training completion date; and
- xxi. Attend any issues related to the training program raised by the oversight bodies.

3. Roles and Responsibilities of DWPSD, MoESD

The DWPSD shall:

- a) Announce and advocate the program and training partners through Ministry and DWPSD websites and social media platforms;
- b) Verify and approve selected participants for the program within 5 working days of receiving the participant list from the training provider Assess the training venue and facilities prior to the commencement of the training program;
- c) Conduct monitoring of the training programs and provide necessary feedback for improvement if required; and
- d) Facilitate the release payments to the training providers as per the payment terms defined in this TOR.

4. Reports

The training report must contain the following documents:

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

- g) Copy of training certificates.

5. Cost of Training

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

- a) Tuition fee
- b) Monthly stipend of Nu. 3,500 per participant to all participants during the training,
- c) Printing of banners and certificates,
- d) Cost of announcement for mobilizing participants
- e) Cost for implementation of proposed core skills.

6. Payment Terms and Schedule

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

Payment	Time of payment	Documents required
Part 1 Payment – 20% of the contract amount	On signing of the contract	Invoice, unconditional bank guarantee and endorsed curriculum
Part 2 Payment - 30% of the contract amount	Upon submission of student enrollment details and approved by DWPSD	-Trainees enrollment details -Trainees documents (retain with training provider) -Invoice
Part 3 Payment – 50% of the contract amount	After completion of the training and award of Institute Certification	Training completion report as per the clause 4 of the ToR and invoice

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

7. Eligibility Criteria

Registered training providers with the following documents at the time of Request for Proposal submission:

- a) Valid registration certificate (issued by BQPCA);
- b) Valid Trade license (issued by Ministry of Economic Affairs);

8. Eligibility of Trainees

The trainees enrolled for training should fulfill the following requirements:

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

9. Key Experts and Qualification Requirements

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

SN	Key Experts	Qualification
1	Lead Trainer	NC2 in a relevant field with 3 years of relevant work experience for Lot 1, 2, 3, 4, 5, 6,7 & 13. Degree in relevant field with 3 years of work experience for lot 8, 10, & 11. Working experience in a relevant field with 3 years for Lot 9, 12 & 14.
2	Assist Trainer/Program Coordinator	NC2 in a relevant field with 1 years of relevant work experience for Lot 1, 2, 3, 4, 5, 6,7 & 13. Degree in relevant field with 1 years of work experience for lot 8, 10, & 11. Working experience in a relevant field with 1 year for Lot 9, 12 & 14.

Note: The bidders should submit curriculum vitae, academic qualification certificates and other relevant certificates of the above key experts.

10. Contract Duration

The Contract duration will be based on the approved curriculum. The contact duration will commence from the implementation of the training program, exclusive of the mobilization period of 30-60 days.

Annexure 1

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

Annexure 2

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

Annexure 3

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