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STANDARD REQUEST FOR  
PROPOSAL

**Procurement of Consulting Services  
for Formulation of Cluster  
Guidelines**



**Agency for Promotion of Indigenous Crafts  
2<sup>nd</sup> Floor, RSPN Building  
Thimphu**

**May 2014**

## **Preface**

This Standard Request for Proposal (SRFP) for the Procurement of Consulting Services has been prepared by the Public Procurement Policy Division (PPPD), Ministry of Finance to be used for the Procurement of Consulting Services for the projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It should be used in conjunction with the Procurement Rules and Regulations.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement under RGoB-financed projects may contact:

Public Procurement Policy Division  
Ministry of Finance  
Royal Government of Bhutan  
Email: [pppd@mof.gov.bt](mailto:pppd@mof.gov.bt)  
Telephone no. 00975 2 336962, fax no. 336961

## ACRONYMS

CQ	Consultants Qualifications
CV	Curriculum Vitae
Eoi	Expression of Interest
MoF	Ministry of Finance
IC	Individual Consultant
PPPD	Public Procurement Policy Division
SRFP	Standard Request for Proposals
TOR	Terms of Reference



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Agency for Promotion of Indigenous Crafts  
Ministry of Economic Affairs  
Royal Government of Bhutan



**Notice Inviting Tender**



**Agency for Promotion of Indigenous Crafts (APIC)  
Ministry of Economic Affairs**

Sealed tender is/are invited from eligible firms to formulate guidelines for the setting up of Craft clusters in the country.

Necessary tender documents can be purchased on payment of Nu.300/- (non-refundable) from the Finance Section on any working days or can be downloaded from APIC website [www.apic.org.bt](http://www.apic.org.bt). The last date for submission of tender is on 9<sup>th</sup> June, 2014 at 2.30 pm and will be opened on the same day at 3pm in the office of the undersigned.

For more information contact Manager, CCBD at 02-334157 during office hours or visit APIC, 2<sup>nd</sup> Floor RSPN Building, Kawajangsa.

**Chief Executive Officer**

## **1. INTRODUCTION**

- 1.1 Firms/individuals are hereby invited to submit a technical and financial proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as "Data Sheet"). The proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet.
- 1.2 A brief description of the Assignment and its Objectives are given in the Data Sheet.
- 1.3 The Assignment will be implemented in accordance with the procedure indicated in the Data Sheet.
- 1.5 To obtain first hand information on the Assignment and on the local conditions, firms/individuals are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference as specified in the Data Sheet. Firms/individuals must take into account the local conditions while preparing the proposal.
- 1.6 The Client will provide the inputs specified in the Data Sheet, and will assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.8 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices specified in the Standard Request for Proposal (Large Assignments) Instruction to Consultant Clause 4.

## **2. DOCUMENTS**

- 2.1 To enable firms/individual to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than seven days before the proposal submission date.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment.

## **3. PREPARATION OF PROPOSAL**

- 3.1 Firms/individuals are requested to submit a technical and a financial proposal. Your proposal shall be written in the language specified in the Data Sheet.

### **Technical Proposal**

- 3.2 Firms/individuals are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.3 During preparation of the technical proposal, firms/individuals must give particular attention to the following:
  - i) If firms/individuals consider that the firm does not have all the expertise for the Assignment, you may associate with other firms or entities, including the other firms invited for this Assignment and/or local consultants, subject to restrictions specified in the Data Sheet, to enable a full range of expertise to be presented;

- ii) The estimated budget <sup>1</sup>for the Assignment is stated in the Data Sheet for your information. The financial proposal for the Assignment should be substantially in accordance with the budget;
- iii) The estimated man months for the assignment are stated in the data sheet for your information. However, firms/individuals should feel free to submit your proposal on the basis of man months which firms/individuals consider necessary to undertake the assignment.

3.4 The technical proposal must provide the following information, using, but not limited to, the formats attached in Annexure 2:

- i) A brief description of the Consultant's organization and an outline of recent experience on assignments of a similar nature. The information provided on each assignment should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm involvement;
- ii) Any comments or suggestions on the TORs, and a description of the methodology (work plan) which the Consultants propose to execute the services, illustrated with bar charts of activities.
- iii) The composition of the proposed staff team, the tasks which would be assigned to each and their timing;
- iv) Curricula Vitae (C.V.) recently signed by the proposed key professional staff or an authorized manager in the home office.
- v) Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff; and
- vi) The Consultant's comments, if any, on the data, services and facilities to be provided by the Client indicated in the TORs.

3.5 The technical proposal must not include any financial information.

### **Financial Proposal**

3.6 The financial proposal should list the costs associated with the Assignment. These normally cover: remuneration for staff, accommodation (per diem, housing), transportation, for mobilization and demobilization, and equipment (vehicles, office equipment, furniture and supplies), printing of documents, surveys. Your financial proposal should be prepared using, but need not be limited to, the formats attached in Annexure 3.

3.7 The financial proposal must take into account the tax liability and cost of insurances specified in the Data Sheet.

3.8 Costs may be expressed in currency as provided in data sheet

## **4. SUBMISSION OF PROPOSALS**

4.1 Firms/individuals must submit one original proposal and the number of copies indicated in the Data Sheet. Each proposal will be sealed in an outer envelop which will bear the address and information indicated in the Data Sheet.

4.2 The completed technical and financial proposal must be delivered on or before the time and date stated in the Data Sheet.

4.3 The proposal must be valid for the number of days stated in the Data Sheet from the date of its submission during which firms/individuals must maintain available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

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<sup>1</sup> This will apply only for fixed budget selection method

## **5. PROPOSAL EVALUATION**

- 5.1 A two-stage procedure will be adopted in evaluating the proposals:
- i) a technical evaluation, which will be carried out prior to opening any financial proposal;
  - ii) a financial evaluation.

Firms will be ranked using a combined technical/financial score, as indicated below.

### **Technical Proposal**

- 5.2 The evaluation committee appointed by the Client will carry out the evaluation applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be attributed a technical score (St).

### **Financial Proposal**

- 5.3 The evaluation committee will determine if the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of the proposals will be computed as follows:  $Sf = 100 \times Fm/F$  (F - amount of financial proposal).
- 5.4 Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in the Data Sheet"  $S = St \times T\% + Sf \times F\%$ .

## **6. Negotiations**

- 6.1 Prior to the expiration period of proposal validity, the Client will notify the successful Consultant who submitted the highest scoring proposal (technical + financial) in writing by registered letter, cable telex or facsimile and invite to negotiate the Contract.
- 6.2 Negotiations normally finish within five days. The aim is to reach an agreement on all points, and initial a draft contract by the conclusion of Negotiations.
- 6.3 Negotiations will commence with a discussion of technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and bar charts, which will indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.4 Changes agreed upon will then be reflected in the financial proposal, using proposed unit rates
- 6.6 The negotiations will be concluded with a review of the draft form of Contract. The Client and the Consultants will finalize the contract to conclude negotiations.

## **7. AWARD OF CONTRACT**

- 7.1 The Contract will be awarded after successful Negotiations with the successful Consultants. If negotiations fail, the Client will invite the Consultants having obtained the second highest score to Contract negotiations. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been selected.
- 7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## **8. CONFIRMATION OF RECEIPT**

- 8.1 The consultant shall acknowledge the following:
- i) The receipt of the letter of invitation by the consultant.

- ii) Whether or not the consultant will submit a proposal.

## LOI DATA SHEET

- | Clause No. | Clauses  |
|------------|--|
| 1.1        | The name of the Assignment is : Consulting Services for Formulation of Cluster Guidelines<br>The name of the Client is: Agency for Promotion of Indigenous Crafts (APIC), Thimphu                          |
| 1.2        | The description and the objectives of the Assignment are <b>30 days</b> (including assignment period) after Signing of a formal contract.  |
| 1.3        | The assignment will be carried as <i>lump-sum on delivery of final deliverables</i> .  |
| 1.4        | Pre-Proposal Conference: No<br><br>The name(s) and address of the Official(s) is(are):<br><br><b>Ms. Karma Choden<br/>Manager, CCBD<br/>APIC<br/>Contact: 17116272</b>                                     |
| 1.5        | The Client shall provide the following inputs: <ul style="list-style-type: none"><li>• National Cluster Concept Plan</li><li>• Cluster Feasibility Study Report</li><li>• Other APIC documents</li></ul>   |
| 1.6        | The Documents are: (TORs, Contract, Appendices etc.)   |
| 1.7        | The address is :<br><br><b>Agency for Promotion of Indigenous Crafts (APIC)<br/>2<sup>nd</sup> Floor, RSPN Building, Kawangjangsa<br/>PO Box No: 1371<br/>Thimphu<br/>Tel: 02-334157 and 02-333061 (f)</b> |
| 1.8        | The language is: English   |
| 1.9        | Tax liability, insurances <i>should be borne by the consultants</i>  |
| 1.10       | The number of copies of the proposal is/are: One original and one copy   |
| 1.11       | The last date and time of proposal submission are: <b>9<sup>th</sup> June, 2014 by 230 PM</b>  |
| 1.12       | Validity period (days, date): <b>60 days</b>   |
| 1.13       | The location is: <b>Agency for Promotion of Indigenous Crafts (APIC)<br/>2<sup>nd</sup> Floor, RSPN Building, Kawangjangsa<br/>PO Box No: 1371</b>   |

**Thimphu**  
**Tel: 02-334157 and 02-333061 (f)**

5.1	The points given to evaluation criteria are: <i>(modify as appropriate)</i>	<u>POINTS</u>
(i)	The consultants' relevant experience for the assignment	<b>10</b>
(ii)	The quality of methodology proposed	<b>20</b>
(iii)	The qualifications of the key staff proposed	<b>55</b>
(iv)	Transfer of knowledge	<b>5</b>
(v)	The extent of participation by nationals among key staff in the performance of the assignment	<b>10</b>
	<b>Total:</b>	<b>100</b>

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The points given to evaluation sub-criteria for qualifications of key-staff proposed are *(modify as appropriate)*:

	<u>POINTS</u>
General Qualifications	<b>30</b>
Adequacy for the Project	<b>65</b>
Experience & language in Region	<b>5</b>
<b>Total:</b>	<b>100</b>

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The technical proposal should score at least 75 points out of 100 to be considered for financial evaluation.

5.3 The currency is: Bhutanese Ngultrum

5.4 The weight (T%) given to the Technical Proposal is 60 percent.  
The weight (F%) given to the Financial Proposal is 40 percent.

7.2. Commencement of Assignment (date, location): Will be fixed after the selection of the successful bidder.  
The assignment will mainly be based in Thimphu.

Attachments:

1. TORs

2. Annexures
4. Draft Form of Contract

# **TERMS OF REFERENCE:** **Procurement of Consulting Services for Formulation of Cluster Guidelines**

## **A. Background**

The Agency for Promotion of Indigenous Crafts (APIC) has been established in July 2011. Broadly, APIC under the Ministry of Economic Affairs (MoEA) shall be responsible for the execution of crafts and related initiatives with the support from other relevant agencies of the Royal Government of Bhutan. The Agency envisages being an autonomous and a non-profit largely self sustaining entity governed by a Board of Directors represented by key stakeholder agencies from both government and private sectors.

APIC will strive to facilitate the growth of craft sector and its industry by encouraging craftsperson to produce well-designed, skillfully made products for which there is a market and build economically viable and sustainable craft enterprises. APIC's organizational plan outlines a course of action that would allow it to fulfill its mission. Its strategic plan rests on the strong belief that a thriving crafts community not only creates a civil society, but contributes to economic growth, tourism and employment.

Presently, the Department of Cottage and Small Industry (DCSI), Ministry of Economic Affairs is supporting APIC to be a non-profit largely self sustaining agency to execute craft and related initiatives. APIC is responsible for setting up and operation of design and raw material banks, marketing, facilitating cluster development and the establishment & management of craft bazaars. The purpose of having APIC is to have a smoother execution of the policies and regulations in the crafts and related industries.

## **B. Objective:**

APIC has been mandated to be a largely self-sustaining non-profit agency. With the agency having being set up in 2011, it is felt imperative that the time has now come for the agency to look towards ways and means to achieve the fore mentioned mandate. APIC, therefore, solicits the services of a professional agency/individual(s) to carry out this assignment in close consultation with APIC and concerned stakeholders. The main objective of the consultancy is to develop a rational guideline for the formation of craft clusters across the country which should be financially feasible and physically implementable. i.e. To have a clear way forward for formation of craft clusters in Bhutan.

## **C. Scope of the Consultancy firm(s):**

The scope of services to be provided by the selected consulting firm for this task shall, inter alia, be the following:

1. Review and assessment of legislations, policies, rules and regulations of the RGoB that have relevance to the formation of cluster in the country.
2. Undertake research on the concept of clusters and cluster formation for the promotion of craft sector that have been successfully operationalized in other countries similar to Bhutan.
3. Clusters, their relevance and need for a guideline.
4. Benefits and challenges of clustering.
5. Specify where the craft clusters should be setup besides the ones which are already mentioned in the National Concept Plan.
6. Cluster structure – member types ( core business, support business, soft support, hard support infrastructure)
7. Criteria for forming rural and urban clusters.
8. Legal Model for a Cluster:
  - Develop operational module for the cluster setup.
  - Develop roles, responsibilities and incentives of the office bearers of the clusters
  - Ownership of the structure, accountability of resource provide
9. Best practice steps suited for Bhutanese context
10. Cluster Management Organization
11. Draft an operational document for the Agency to implement cluster formation guidelines.
12. Discuss the draft with APIC and relevant stakeholders.
  
13. Make a presentation of the Draft proposal and obtain feedback from the stakeholders
14. Incorporate the feedback of the stakeholders wherever possible and necessary and finalize the proposal.
15. Recommend plan of action for the implementation.

#### **D.Methodology:**

The consultant will carry out comparative research, review of countries wherein cluster formation and clusters for promotion of craft sector have been successfully operationalized. A comparative review should identify the success stories, its applicability to Bhutan and lessons learnt in countries such as India, Thailand, Bangladesh, Malaysia, Indonesia and one from a non Asian context. Keeping in view the current situation of the craft sector in Bhutan and also taking into consideration strategic geographic and economic location within Bhutan and South Asia, the selected consultancy firm/consultant would be expected to propose a comprehensive feasible and an implementable document for the formation of clusters in Bhutan especially catering towards promotion of crafts in the country and for the clusters to be self sustaining agency/largely self sustaining agency in the future.

## **E. Expected output**

The deliverables are as highlighted in the scope of the consultancy firm.

The main deliverable would be a document which shall act as a guideline for the formation of craft clusters in Bhutan, taking into account the points mentioned in the scope of the consultancy firm.

## **F. Qualification**

The Consulting Firm/consultant should have at least five years of work experience in the development of similar projects and also be involved in carrying out developmental and promotional activities. Firm/individual who are suitably qualified and experienced would be desired and shall be responsible for the successful completion of the assignment.

## **G. Selection of the Consulting Firm**

The Consulting Firm/consultant shall be selected based on a competitive bidding process as specified in the invitation letter.

## **H. Reporting and Accountability**

The consulting firm/consultant shall execute an agreement with the Agency for Promotion of Indigenous Crafts and the work of the assigned consultant/ expert(s) shall be facilitated under the supervision of the Chief Executive Officer, Agency for Promotion of Indigenous Crafts. The payments as specified in the contract shall be made on a lumpsum basis as per a schedule agreed in the contract agreement.

## **I. Confidentiality**

All information, data and documents provided to the consulting firm by the client or developed by the consulting firm in the course of performing the services under this TOR shall be treated by the firm as confidential and shall not be published or disclosed to any third party without the prior written approval of the client.

## **J. Time Frame**

The assignment is expected to be complete within a period of 30 days from the day of signing of the contract agreement. However, the exact duration of the assignment will be determined at the time of signing the contract. It is expected that the selected firm/individual will:

- i) Present a framework to carry out the consultancy within 7 days of signing of the contract
- ii) Present a penultimate draft to APIC and stakeholders to solicit feedback/comments for finalisation within 21 days of signing the contract
- iii) Present the final guidelines to APIC and stakeholders within 30 days after signing of the contract and having incorporated the comments/suggestions received while presenting the draft.

**Annex - 2**

**FORMATS FOR TECHNICAL PROPOSAL**

TO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir:

**Subject:      Hiring of Consultancy Service for** \_\_\_\_\_

\_\_\_\_\_

Regarding Technical Proposal

I/We \_\_\_\_\_ Consultant/Consultancy firm herewith enclose Technical Proposal for selection of my/our firm/organization as Consultant for \_\_\_\_\_.

Yours faithfully,

Signature

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)

1. Attach firm's profile (if it is not individual)
2. Relevant services carried out in the last five years which best illustrate qualifications
3. Approach and methodology if asked in the LOI Data Sheet
4. Comments and suggestions on the ToR
5. CVs of proposed personnel
6. Valid trade license & CDB certificate (if not individual)

**Format of Curriculum Vitae (CV) For Proposed Key Staff**

**Proposed Position:** \_\_\_\_\_

**Name of Firm:**\_\_

**Name of Staff:**\_\_

**Profession:**\_\_\_\_

**Date of Birth:**\_\_

**Years with Firm:**\_\_\_\_\_ **Nationality:**

**Membership of Professional Societies:** \_\_\_\_\_

**Detailed Tasks Assigned:**\_\_\_\_\_

**Key Qualifications:**

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half a page).

**Education:**

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page).

**Employment Record:**

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three-quarters of a page).

**Languages:**

(Indicate proficiency in speaking, reading and writing of each language by "excellent", "good", "fair", or "poor").

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself, my qualifications and my experience.

\_\_\_\_\_  
**Signature of Staff Member or  
authorized official from the firm**

**Date:**\_\_\_\_\_  
**Day/Month/Year**



**Annexure - 3**

**FORMATS OF FINANCIAL PROPOSAL**

**FORM FIN 1 FINANCIAL PROPOSALS**

TO

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Sir:

**Subject: Hiring of Consultants' Services for** \_\_\_\_\_

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Regarding Price Proposal

I/We \_\_\_\_\_ Consultant/consultancy firm herewith enclose Price Proposal for selection of my/our firm/organization Consultant for \_\_\_\_\_

I, the undersigned, hereby declare to the best of my knowledge and belief, this information is true and correct.

Yours faithfully,

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

(Authorized Representative)

## **SCHEDULE OF SUMMARY PRICE PROPOSAL**

### **FORM FIN-2 SUMMARY OF COSTS**

<b>Item</b>	
Total Costs of Financial Proposal	

### **FORM FIN-3 BREAKDOWN of Costs by Activity**

<b>Group of Activities (Phase)</b>	
Remuneration	
Reimbursable Expenses	
<b>Subtotals</b>	

### **FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

<b>N°</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Amount</b>
1	Per diem allowances	Day			
2	Miscellaneous travel expenses	Trip			
3	Communication costs between [ <i>Insert place</i> ] and [ <i>Insert place</i> ]				
4	Drafting, reproduction of reports				
5	Equipment, instruments, materials, supplies, etc.				
6	Use of computers, software				
7	Local transportation costs				
8	Office rent, clerical assistance				
9	Training of the Procuring Agency's personnel				

(Modify as appropriate)

**Sample Contract for Simple Consulting Services Small Assignments Time-Based Payments**

**CONTRACT**

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
  - (ii) The Consultant shall provide the reports listed in Terms of Reference, within the time periods listed in such Annexures, and the personnel listed in Annexure 2, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

- 2. Term**
- The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

- 3. Payment**
- A. Ceiling

For Services rendered pursuant to ToR, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

- B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent<sup>1</sup> (or per day spent or per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annexure 3, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

- C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which

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<sup>1</sup> Select the applicable rate and delete the others.

shall consist of and be limited to:

(i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed.

(ii) such other expenses as approved in advance by the Client.<sup>2</sup>

D. Payment Conditions

Payment shall be made in *[specify currency]* not later than 30 days following submission of invoices in duplicate to the client.

4. **Project Administration**

A. Coordinator

The Client designates Mr./Ms. *[insert name]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. **Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. **Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. **Consultant Not to be Engaged in** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the

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<sup>2</sup> Specific expenses can be added as an item (iii) in paragraph 3.C.

- Certain Activities** Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be *[insert language]*.
- 12. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Kingdom of Bhutan.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_