STANDARD REQUEST FOR PROPOSAL

Procurement of Consulting Services (SRFP)





Ministry of Finance

March 2011

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

Telephone no. 00975 2 336962, fax no. 336961

ACRONYMS

CQ **Consultants Qualifications**

CV Curriculum Vitae Expression of Interest
Ministry of Finance
Individual Consultant
Public Procurement Policy Division
Standard Request for Proposals
Terms of Reference Eol MoF IC

PPPD SRFP

TOR

Annexure 1

Letter of Invitation (LOI)

Letter of Invitation

The Agency for Promotion of Indigenous Crafts(APIC), AFD, MoEA has a budget provision from EU Bhutan Trade Support and intends to apply part or whole of the proceeds for the procurement of Web Development for Bhutan Textile Cooperatives under APIC. The services include Web Development.

The APIC, now invites eligible consultants to indicate their interest in providing the services. Interested consultants must provide information indicating that they are qualified to perform the services (brochures, description of similar assignments, experience in similar conditions, availability of appropriate skills among staff, etc.). Consultants may associate to enhance their qualifications.

The selection process of a consultant shall be in accordance with the procedures set out in the Procurement Rules and Regulations.

Interested consultants may obtain further information at the address below during office hours.

Proposal must be delivered to the address below by May 3 2022.

Procurement Section AFD, APIC, MoEA Kawajangsa, Thimphu: Bhutan

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. 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. <u>DOCUMENTS</u>

- 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 three 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 ¹for 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:
 - 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

¹ This will apply only for fixed budget selection method

the assignment. The Client will make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

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 x Fm/F (F amount of financial proposal).
- 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 x T% + Sf x F%.

6. Negotiations

- 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.
- 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: **Website Development for Bhutan Textile Cooperatives**. The name of the Client is: **APIC, AFD, MoEA**
- 1.2 The description and the objectives of the Assignment are (including assignment period):

As the outcome of Output 3 of the EU-Bhutan Trade Support Project, Bhutan Textiles was established to promote and export high value handmade textiles of Bhutan. Through the support of the project, Bhutan Textiles managed to export product worth US\$ 103431 to 43 clients in 9 countries. Bhutan Textiles have managed to create its mark in the international market. Besides the physical and digital international trade fair, the products of Bhutan Textiles are promoted through Instagram and Facebook. Professional websites are an essential tool for businesses to establish their credibility and build trust with their customers. Moreover, to integrate the online payment system, the development of official website of Bhutan Textiles is mandatory. A website with good design and content needs to be developed to reach out to potential clients and at the same time promote the development of textile activities in the country.

- 1.3 The assignment will be carried as: **Lumpsum**
- 1.5 Pre-Proposal Conference: **No** [If yes, indicate date, time & venue]

The name(s) and address of the Official(s) is(are): Procurement section, AFD, APIC, MOEA

- 1.6 The Client shall provide the following inputs: No
- 1.9 The Documents are: (TORs, Contract, Appendices etc.)
- 2.2 The address is: **Procurement section, APIC, AFD, MoEA**
- 3.1 The language is: English
- 3.7 Tax liability, insurances shall be covered in the rate
- 4.1 The number of copies of the proposal is/are: **One original and one copy**
- 4.3 The date and time of proposal submission are: May 3, 2022 at 10:30 AM
- 4.4 Validity period (days, date): **30 days**

The location is: APIC, AFD, MoEA

5.1 The points given to evaluation criteria are:

		<u>POINTS</u>
(i)	The consultants' relevant experience for the assignment	30
(ii)	The quality of methodology proposed	30
(iii)	The qualifications of the key staff proposed	40
	Total:	100
		=======================================

The points given to evaluation sub-criteria for qualifications of key-staff proposed are:

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

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): **Tentatively 15th May 2022**

Attachments:

- 1. TORs
- 2. Annexures
- 4. Draft Form of Contract

TERMS OF REFERENCE

Terms of Reference for Development of official website for Bhutan Textiles

As the outcome of Output 3 of the EU-Bhutan Trade Support Project, Bhutan Textiles was established to promote and export high value handmade textiles of Bhutan. Through the support of the project, Bhutan Textiles managed to export product worth US\$ 103431 to 43 clients in 9 countries. Bhutan Textiles have managed to create its mark in the international market. Besides the physical and digital international trade fair, the products of Bhutan Textiles are promoted through Instagram and Facebook. Professional websites are an essential tool for businesses to establish their credibility and build trust with their customers. Moreover, to integrate the online payment system, the development of official website of Bhutan Textiles is mandatory. A website with good design and content needs to be developed to reach out to potential clients and at the same time promote the development of textile activities in the country.

The website will essentially have the following functions

- Showcase the brand collections, its universe, its mission, its history, and environment,
- A strong marketing tool to manage the interface with professional buyers (B2B)
- Present the collective collections,
- Easily share sales tools; catalogues, price lists, etc.
- Launch and promote new products,
- Introduce members of the Bhutan Textiles collective brand, enabling direct linkages, profile, types of products, production capacity, etc.

I. Scope of Work

- 1. Implement layout design of the website in consultation with international advisor.
- 2. Develop a fully functional website.
- 3. Host the website on a full server package (including domain, SSL and space for 3 years).
- 4. Provide user training to core members.
- 5. Bug fixes and maintenance support for 1 year after handing over to APIC.
- 6. Minor changes on the website as necessary for 1 year.

II. Deliverables

- 1. Detailed Proposal.
- 2. Detailed presentation of website layout design and content.
- 3. Present draft website to APIC and ITC at the end of the development.
- 4. Produce fully functional final website.
- 5. Host the website.
- 6. Provide source code, CMS and documentation (technical and manual) access of the website to APIC & ITC.

III. Selection criteria

Sl. No	Criteria	Marks
1	Relevant experience	30
	Prior / present experience in similar field	
	Full and accurate physical, postal, telephone and email	
	address of the company	
2	Methodology	30
	Clear and complete development methodology	
	Creative design samples and/or presentations	
	Transfer of Knowledge	
3	Qualification of the key staff	40
	CV of company CEO/Proprietor	
	Profile and CV of the team	
Total		100

Note: Website Demo Presentation date and time, for the selected bidder will be communicated by APIC and ITC.

Note: Companies failing to produce valid trade license and valid tax clearance certificate during the tender opening or have not submitted with the tender documents will be rejected. The Relevant Experience, Methodology proposed, Qualification of the key staff, Transfer of Knowledge, Website demo presentation carries 70% weightage and the financial evaluation carries 30% weightage.

IV. Terms and Conditions

- The rate quoted shall stand valid for 30 days from the date of opening the tender. The rate quoted shall be inclusive of taxes and duties.
- The selected developer must deliver the fully functional website within 1 month from the date of award of the work. In the event of failing to deliver on time, the bid shall be cancelled.
- The developer must design and submit a few sample website layout to APIC and ITC Bhutan team for approval prior to development. Partial payment shall only be released after satisfaction of design submitted.

- The preferred domain name is bhutantextiles.bt and the second option is bhutantextiles.com.bt. The final domain name will be decided by the APIC and ITC jointly.
 - The selected developer must incorporate all the requirements from APIC and ITC.
- The website must be developed using latest development framework and must be user friendly.
- The developer must fix any bugs in the website within one month from the date the website goes live.
- o The selected developer must ensure to show the work in progress to APIC and ITC and incorporate any changes as requested by APIC and ITC.
- The selected developer must incorporate all the changes required by APIC and ITC within the contract and in case of additional cost due to major changes must be proposed with separate proposal to APIC and ITC and must be approved by APIC and ITC.
- The tender committee reserves the right to reject one or all bids. The decision of the tender committee shall be final and binding.
- The full payment shall be made to the developer only upon delivery of completed website.

- o The completed website shall be the property of the APIC/ Bhutan Textiles and the APIC/ Bhutan Textiles reserves full copyright of the final website.
- The developer must host the website within the contract and the hosting facility should be reliable, secure and robust.
- The developer must provide user training to the APIC and ITC users for content management.
- The developer must provide source code of the website to APIC/Bhutan Textiles and it shall be the property of the APIC/ Bhutan Textiles.
- o The tender should be submitted addressed to Chief Executive Officer; Agency for Promotion of Indigenous Crafts (APIC) latest by 27th April, 2022.

V. Website Features

The recommended features will include but not limited to the following:

- 1. Responsive Design with authentic fresh look and feel;
- 2. Ensure a consistent visual language on the site by introducing fixed styles ensuring consistency in fonts, formatting, icons, images, layout techniques;
- 3. Standard web page elements including header, footer, persistent navigation (including menu bar), contact us and email features should be included;
- 4. Attractive Dynamic Home page with dynamic sliding Image banner;
- 5. Social media link and Social sharing features;
- 6. Multiple pages styles and custom post types;
- 7. Search functions;
- 8. Signup for latest news/ Newsletter subscription function;
- 9. Link the site with direct beneficiary website if any;
- 10. Multiple content manager with different privilege;
- 11. Registration and login for content managers;
- 12. Compliant to national (RGOB) website standard (if any)

VI. Proposal

The Proposal should clearly detail all the required information against the selection criteria mentioned above.

The financial bid must be submitted in a sealed separate envelope and it must include the full cost of followings:

- Development of Bhutan Textiles official website as per APIC and ITC 's requirement
- o Hosting of the website
- o Training the use

The financial proposals should also list what value added services the company will provide to APIC and ITC. The sealed proposals in marked envelope "Proposal for Development of Bhutan Textiles Official Website" complete in all respects should reach latest by 3rd May 2022.

Annex - 2

FORMATS FOR TECHNICAL PROPOSAL

Annexure 2

TECHNICAL PROPOSAL

ТО		
Sir:		
Subject:	Hiring of Consultancy	Service for
Rega	rding Technical Proposal	
	selection of my/our firm/org	Consultant/Consultancy firm herewith enclose Technical ganization as Consultant for
Yours faithf	fully,	
Signature		
Full Name		
Designation	າ	
Address _		
Representa	ative)	(Authorized

- 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 <u>degree of responsibility held</u> 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 <u>last ten years</u> , 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.
Date:
Signature of Staff Member or Day/Month/Year authorized official from the firm

Please attach "Work Programme and Time Schedule for Key Personnel

WORKPROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL MONTHS (in the form of bar chart)

<u>S.</u> No.	<u>Name</u>	<u>Position</u>	1	2	3	4	5	6	7	8	Number of Months
1											
2											
3											
4											

Annexure - 3

FORMATS OF FINANCIAL PROPOSAL

FORM FIN 1 FINANCIAL PROPOSALS

ТО	
	
	
Sir:	
Subject:	Hiring of Consultants' Services for
Regarding Price	e Proposal
I/We	Consultant/consultancy firm herewith enclose Price
Proposal for se	ection of my/our firm/organization Consultant for
I, the undersig correct.	ed, hereby declare to the best of my knowledge and belief, this information is true and
Yours faithfully	
Signature	
Full Name	
Designation	
Address	
(Authorized Re	presentative)

SCHEDULE OF SUMMARY PRICE PROPOSAL

FORM FIN-2 SUMMARY OF COSTS

Item	Nu.
Total Costs of Financial Proposal	Nu/- (In words)/-
	,

FORM FIN-3 BREAKDOWN of Costs by Activity

Group of Activities (Phase)	
Remuneration	
Reimbursable Expenses	
Subtotals	

Annexure 4

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS LUMP-SUM PAYMENTS

CONTRACT

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

WHEREAS the Procuring Agency wishes to have the Consultant perform 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

- A. The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
- B. The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
- C, The Consultant shall submit to the Procuring Agency the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing [insert starting 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 Annex A, the Procuring Agency shall pay the Consultant an amount not to exceed *[insert 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.

B. <u>Schedule of Payments</u>

The schedule of payments is specified below:⁶⁴

[insert amount and currency] upon the Procuring Agency's receipt of a copy of this Contract signed by the Consultant;

[insert amount and currency] upon the Procuring Agency's receipt of the draft report, acceptable to the Procuring Agency; and

[insert amount and currency] upon the Procuring Agency's receipt of the final report, acceptable to the Procuring Agency.

[insert amount and currency] Total

C. <u>Payment Conditions</u>

Payment shall be made in [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator.

The Procuring Agency designates Mr./Ms. [insert name] as the Procuring Agency's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Procuring Agency and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

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 Procuring Agency considers unsatisfactory.

6. Confidentiality

The Consultant 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 Procuring Agency's business or operations without the prior written consent of the Procuring Agency.

⁶⁴ Modify, in order to reflect the output required, as described in Annex C.

of Any studies, reports or other material, graphic, software or otherwise, 7. Ownership Material prepared by the Consultant for the Procuring Agency under the Contract shall belong to and remain the property of the Procuring Agency. The Consultant may retain a copy of such documents and software.65

to be Engaged in Certain **Activities**

8. Consultant Not The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services and 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 sub-contract any portion of it without the Procuring Agency's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Bhutan, and the language of the Contract shall be English.

12. Dispute Resolution⁶⁶

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Bhutan.

FOR THE PROCURING AGENCY

FOR THE CONSULTANT

Signed by	Signed by
Title:	Title:

⁶⁵ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

⁶⁶ In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

LIST OF ANNEXES

Annexure 1:Letter of invitation

Annexure 2: Formats for Technical Proposal

Annexure 3: Formats for Financial Proposal

Annexure 4: Sample Contract