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CIVIL SOCIETY ORGANIZATIONS AUTHORITY
THIMPHU BHUTAN



STANDARD REQUEST FOR PROPOSALS



Title of the Consultancy Services:

“Production of Introductory video/Clip for the CSO Authority”

Procuring Agency:

Civil Society Organizations Authority (CSOA)

October 2017

P.O Box 317, Below YHS School, Thimphu, Bhutan **PABX:** +975-2-324954,
Tel. + 975-2-324873(Member Secretary) Fax No. 339217 **Website:** www.csoa.org.bt
Email ID: csoauthority2010@gmail.com



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CSOA/PRO/DF-02/2017-2018/

17/10/2017

Letter of Re-Invitation

The Civil Society Organizations Authority (CSOA) has budget provision from the Helvetas Swiss Interco operation and intends to apply part or whole of the proceeds for the procurement of consultancy services on “Production of Introductory video/clip for the CSO Authority” under the project titled Support to the Civil Society in Bhutan.

The CSO Authority now re-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.

The proposal shall be submitted to the address below latest by 12; 00 noon (BST) on or before 30th October 2017. The Proposals will be opened by 2; 00 pm (BST) on the same day.

Member Secretary
Civil Society Organizations Authority
Thimphu
Tel: 00975 02 32 49 54
Fax: 00975 02 33 92 17
PO Box 317



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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.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.



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- 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:

¹ This will apply only for fixed budget selection method



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- 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



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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 envelope 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.
- 4.4 The consultant shall submit a complete Technical proposal and the financial proposal. The technical and financial proposal shall be submitted separately. The proposal shall be submitted to the Procuring Agency in **hard copy**.

5. PROPOSAL EVALUATION

- 5.1 A two-stage procedure will be adopted in evaluating the proposals and short listing of at least 3 firms for interview & final selection:
 - 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.).



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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. NEGOTIATION

- 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
- 6.5 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.



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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.



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LOI DATA SHEET

Clause No.	Clauses
1.1	<p>The name of the assignment is: “Production of introductory video/clip for the CSO authority”</p> <p>Name of the Procuring Agency : Civil Society Organizations Authority</p>
1.2	<p>The description and the objectives of the Assignment are: The CSO Authority is seeking submissions of bids from suitably qualified and experienced firms for production of introductory video/clip for the CSO Authority. The objective of this assignment is to produce an approx. 7-10 minutes long HD quality audio-video on Brief History of the evolution Civil Society in the country, General Understanding of Civil Society, General Activities, Roles and responsibilities of CSOs and highlighting the main achievements, profile of CSO Authority in Dzongkha and English, CSO Authority mandates and services and other basic information</p> <p>The timeframe for completion of the work is 30 days from the day of awarding the work.</p>
1.3	<p>The assignment will be carried as <i>lump sum</i></p>
1.4	<p>A pre-proposal conference will be held: No</p>
1.5	<p>The Client shall provide the following inputs:</p> <ul style="list-style-type: none">✓ Arrange appointment with the relevant stakeholders✓ From time to time, officers from the CSOA will be available for consultation.
2.1	<p>The Documents are: (TORs, Contract, and Appendices etc.)</p>



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3.1	The Proposal shall be written in the English language								
3.7	Applicable Tax liability, insurances, etc. if any, is the responsibility of the firm.								
3.8	The currency is: Bhutanese Ngultrum								
4.1.a	The number of copies of the proposal is/are: One original and one copy								
4.1.b	The address is: Member Secretary Civil Society Organizations Authority Thimphu								
4.2	The date and time of proposal submission are: 30 th October 2017; 12:00 noon (BST)								
4.3	Validity period (days, date): 30 days, 30 th November 2017								
5.2	<p>The points given to evaluation criteria are:</p> <table border="1"> <tr> <td>Previous Consultancy Experience of producing audio-visual assignments</td> <td>30</td> </tr> <tr> <td>Bidder's Understanding of the assignments</td> <td>40</td> </tr> <tr> <td>Specific Professional Experience and qualifications of proposed staff</td> <td>30</td> </tr> <tr> <td>Total</td> <td>100</td> </tr> </table> <p>The technical proposal should score at least 70 points out of 100 to be considered for financial evaluation.</p>	Previous Consultancy Experience of producing audio-visual assignments	30	Bidder's Understanding of the assignments	40	Specific Professional Experience and qualifications of proposed staff	30	Total	100
Previous Consultancy Experience of producing audio-visual assignments	30								
Bidder's Understanding of the assignments	40								
Specific Professional Experience and qualifications of proposed staff	30								
Total	100								
5.4	<p>The weight (T %) given to the Technical Proposal is 70 percent.</p> <p>The weight (F %) given to the Financial Proposal is 30 percent.</p>								
7.2	Commencement of Assignment (date, location): 06 th November 2017, Civil Society Organizations Authority, Thimphu, Bhutan.								



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Attachments:

1. TORs
2. Annexure
3. Draft Form of Contract

Terms of Reference

for

Production of Introductory video/clip for the CSO Authority

Background

The Civil Society Organization Authority (CSOA) was established on 20th March 2010 as an appropriate regulatory agency to implement the Civil Society Organization Act 2007. The CSO Authority was instituted primarily to promote the establishment and growth of Civil Society Organizations (CSOs) so as to promote social welfare, strengthening civil society organizations, improving the conditions and quality of life in Bhutan. The CSO Authority is mandated to function as the bridge between the government and the civil society organizations and implement the CSO Act in its letter and spirit.

Since the establishment of the CSO Authority there have been important shifts in the Civil Society landscape in the country; today, there are 49 CSOs which are legally registered and numerous voluntary groups and associations. The registered CSOs are distinguished by their differing objectives as one of the two categories set in the CSO Act;

- a) Public Benefit Organizations (PBOs) - those are engaged in social welfare, providing services to the vulnerable groups, advancing knowledge and learning, supporting environmental and cultural causes, and promoting social harmony and Gross National Happiness; and
- b) Mutual Benefit Organizations (MBOs) - those that are member based and advance the shared interest of their members.

Of the total registered CSOs; currently there are 39 PBOs and 10 MBOs. A majority of the PBOs are service delivery oriented and work with the vulnerable groups of society (e.g. the poor, people with disabilities, victims of domestic violence, unemployed youth, livelihood opportunities for girls and women) while others work on topics as diverse as environment, animal welfare and research on music. MBOs are organized around specific trades such as associations of industries, tourism operators and artists.

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Email ID: csoauthority2010@gmail.com



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Objective of the Consultancy

The objective of this assignment is to produce an approx. 7-10 minutes long HD quality audio-video on Brief History of the evolution Civil Society in the country, General Understanding of Civil Society, General Activities, Roles and responsibilities of CSOs and highlighting the main achievements, profile of CSO Authority in Dzongkha and English, CSO Authority mandates and services and other basic information

Who are we?

We are an independent body which is governed by a Board essentially to promote establishment and growth of Civil Society Organizations (CSO) in order to strengthen civil society, promote social welfare and improve the conditions and quality of life in Bhutan.

We believe in adhering to the organizational core values of Integrity, Innovation, Accountability, Professionalism and Teamwork, which guide the everyday action of the Authority.

What we do?

- ✓ Prescribe the application form and application procedures for any person wishing to register a CSO under the CSO Act;
- ✓ Review and approve all applications for registration of CSOs including accreditation of foreign CSOs which satisfy the requirements of the CSO Act;
- ✓ Advise the Government about the general activities and roles of CSOs;
- ✓ Encourage and facilitate better internal administration of CSOs;
- ✓ Monitor the activities of CSOs to ensure their compliance with the CSO Act and with their own Articles of Association or Charters, and the purposes for which they have been established;

Scope of Work

The individual/firm will produce an approx. 7-10 minutes long HD quality audio-video in Dzongkha and English along with a written final report. The scope of work includes but not limited to:

- i. Review the documents and information related to CSO Act, Rules and relevant documents and papers. Discuss with the secretariat and Authority to get clear understanding of the services and achievements.
- ii. Prepare draft concept and share with CSOA.
- iii. Conduct field visits and shoot the video and prepare animation
- iv. Finalize the script of video profile incorporating the feedback from CSOA
- v. Finalize the profile incorporating feedback of the meeting.



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- vi. Submit final 2 copies of product to CSOA both in Dzongkha and English with written final report.
- vii. Copy rights of the produced video profile will remain CSOA.

Expected Outputs

The Consultant will be required to provide:

1. One fully-produced video clip of approximately 7-10 Minutes in a format acceptable by popular internet site and other medium,
2. The editor might also be required to edit other short clips for social media usage

Reporting

The consultant will report to Mr. Thinley Norbu, Deputy Chief Program Officer, CSO Authority, for all matters pertaining to the conduct of the exercise.

The consultant will be required to submit a brief report not more than 10 pages outlining the action plan, including logistic plans, etc. for the production of introductory video/clip for the CSO Authority. The action plan will be further elaborated once a consultant has been selected and the work awarded.

Duration

The assignment should be completed within **30 days** from the date of signing the contract agreement.

Cost

The consulting firm will have to submit a financial proposal including the cost break down of all the cost associated to carry out the mapping exercise for CSO Authority.

Valid Trade License

The bidder should submit the copy of valid trade license and latest tax clearance certificate.

Evaluation Criteria

Technical Proposal

The evaluation committee appointed by the client will carry out the evaluation applying the evaluation criteria and point system as below. Each responsive proposal will be attributed a technical score (St.). The points given to evaluation criteria are:



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Points

Previous Consultancy Experience of producing audio-visual assignments <i>Experience in having produced audio-visual works or similar nature of the assignment with brief description of the assignment.</i> <input type="checkbox"/> If no documentary evidence is provided, no points will be awarded	30
Bidder's Understanding of the assignments <i>a) Bidder shall demonstrate clear understanding of the assignment topic, objectives and scope of the task and expected outcome of this task. This should be demonstrated through a write-up.</i> <i>b) Bidder shall submit a write up provided in ToR to demonstrate their idea and creativity and accordingly indicate appropriate methodology for the task.</i>	40
Specific Professional Experience and qualifications of proposed staff <i>CV of the principal expert will be evaluated if there are two or more CVs submitted by the same firm.</i> <input type="checkbox"/> If no documentary evidence is provided, no points will be awarded	30
Total	100

The technical proposal should score at least **70** points out of 100 to be considered for financial evaluation.

Financial Proposal

- I. 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: $SF=100 \times \frac{Fm}{F}$ (F-amount of financial proposal)
- II. Proposals will finally be ranked according to their combined technical (St) and financial (SF) scores using the weights indicated below in serial number (III) $S=St \times T\% + SF \times F\%$.
- III. The weight (T %) given to the Technical proposal is 70 percent. The weight (F %) given to the financial proposal is 30 percent.

Award of Contract

The contract will be awarded after successful negotiations with the winning bidder. If negotiations fail, the client will invite the consulting firm having obtained the second highest



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score. Upon successful completion, the client will promptly inform the other firms that their proposals have not been selected.

The selected consulting firm is expected to commence the assignment after the award of the contract.

Payment of Professional Fees

The modality of the payment for the consultancy will be decided once the contract is being signed between the Secretariat and the consulting firm.

Submission of Bid

The bid should be submitted in a seal envelope and marked as “Bid for Production of Introductory video/clip for the CSO Authority” and addressed to Member Secretary, CSO Authority, Thimphu.

List of reference materials:

- The Civil Society Organizations Act of Bhutan 2007
- Civil Society Organization Rules & Regulations 2010
- CSOA website: www.csoa.org.bt



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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)



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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).



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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 bio data correctly describes myself, my qualifications and my experience.

**Signature of Staff Member or
Authorized official from the firm**

Date: _____
Day/Month/Year



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Please attach “Work Program me and Time Schedule for Key Personnel

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

<u>Sl. #</u>	<u>Name</u>	<u>Position</u>									<u>Number of Days</u>



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FINANCIAL PROPOSALS

TO

Sir:

Subject: Hiring of Consultants' Services for _____

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)



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SCHEDULE OF SUMMARY PRICE PROPOSAL

FORM FIN-2 SUMMARY OF COSTS

Item	
Total Costs of Financial Proposal	

FORM FIN-3 BREAKDOWN of Costs by Activity

Group of Activities (Phase)	
Remuneration	
Reimbursable Expenses	
Subtotals	



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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	<p>(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”).</p> <p>(ii) The Consultant shall provide the reports listed in Terms of Reference, within the time periods listed in such Annexure, and the personnel listed in Annexure 2, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.</p>
2. Term	<p>The Consultant shall perform the Services during the period commencing <i>[insert start date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.</p>
3. Payment	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to ToR, the Client shall pay the Consultant an amount not to exceed a ceiling of <i>[insert ceiling amount]</i>. 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</p>



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	<p>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.</p> <p>B. <u>Remuneration</u></p> <p>The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent¹ (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.”</p> <p>C. <u>Reimbursable</u></p> <p>The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:</p> <p>(i) Normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed.</p> <p>(ii) Such other expenses as approved in advance by the Client.²</p> <p>D. <u>Payment Conditions</u></p> <p>Payment shall be made in <i>[specify currency]</i> not later than 30 days following submission of invoices in duplicate to the client.</p>
4. Project Administration	<p>A. <u>Coordinator</u></p> <p>The Client designates Mr./Ms. <i>[insert name]</i> 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</p>

¹ Select the applicable rate and delete the others.

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



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	<p>deliverables by the Client.</p> <p>B. <u>Timesheets</u></p> <p>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.</p> <p>C. <u>Records and Accounts</u></p> <p>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.</p>
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	The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant,



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Engaged in Certain Activities	shall be disqualified from providing goods, works or services (other than the 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 <i>[insert government]</i> , and the language of the Contract shall be <i>[insert language]</i> .
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: _____