

STANDARD REQUEST FOR PROPOSAL

Procurement of Consulting Services
Selection Based on Consultant's Qualification (CQS)
(For value up to Nu. 1.0 Million)



Royal Government of Bhutan
Ministry of Finance

2019

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PREFACE

This Standard Request for Proposal (SRFP) for the selection based on consultant's qualification has been prepared by the Government Procurement and Property Management Division (GPPMD), 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. This document will come into effect from 1st July, 2019.

To obtain further information you may contact:

Government Procurement and Property Management Division
Department of National Properties
Ministry of Finance
Royal Government of Bhutan

ACRONYMS

CQS	Selection based on Consultant Qualifications
CV	Curriculum Vitae
Eoi	Expression of Interest
MoF	Ministry of Finance
DNP	Department of National Properties
GPPMD	Government Procurement and Property Management Division
SRFP	Standard Request for Proposals
TOR	Terms of Reference

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GUIDANCE NOTE ON HOW TO USE STANDARD REQUEST FOR PROPOSAL (SRFP) FOR THE PROCUREMENT OF CONSULTING SERVICES

This guidance notes have been prepared by the GPPMD to assist a Procuring Agency in the preparation and use of the SRFP for the Procurement of small Consulting Services through selection based on Consultant Qualification (CQS). The Procuring Agency should also refer to the Procurement Rules and Regulations and the Public Procurement Procedures issued by the MoF from time to time to supplement the Regulations.

The use of SRFP applies when a Procuring Agency wishes to select Consultant for the performance of small consulting services (lump sum and time based).

SECTION 1- REQUEST FOR PROPOSALS

[Implementing agencies to use their official letter head]

Date_____

To

1. The _____ (hereinafter to refer to as the “Procuring Agency”) invites you to submit a combined technical and financial proposal to provide the following consulting services: _____. More details of the services are provided in the attached Terms of Reference.
2. Please submit your combined technical and financial proposals in accordance with the attached forms. Your proposals will be subject to negotiation between your authorized representative and the Procuring Agency.
3. Your technical and financial proposals should be submitted at the following address, not later than _____ *[insert date, time, month, year]*.
4. Please confirm receipt of this invitation and that you will/will not submit the proposals as requested
5. The procedural requirements for responding to this invitation are provided in the complete RFP document, which includes the following:
Section 1 - Instruction to Consultant
Section 2 - Standard Forms
Section 3 - Terms of Reference
Section 4 - Standard Form of Contract – *[select Lump sum Contract or Time-Based Contract]*

Sincerely

(Procuring Agency’s authorized representative)

SECTION 2: INSTRUCTION TO CONSULTANT

1. GENERAL

- 1.1 The Consultant is hereby invited to submit a combined technical and financial proposal for consulting services required for the Assignment named in the attached Data. The proposal shall form the basis for future negotiations and ultimately a contract between your firm and the Procuring Agency 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 contract indicated in the Data Sheet.
- 1.4 To obtain first hand information on the Assignment and on the local conditions, consultant is encouraged to pay a visit to the Procuring Agency before submitting a proposal. Consultant must take into account the local conditions while preparing the proposal.
- 1.5 The Procuring Agency will provide the inputs specified in the Data Sheet, and will assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 The costs of preparing the proposal and of negotiating the contract, including visit to the Procuring Agency, are not reimbursable as a direct cost of the Assignment; and the Procuring Agency is not bound to accept any of the proposals submitted.
- 1.7 It is RGoB's policy to require that Consultant, observe the highest standards of ethics during the procurement and execution of contracts.¹ In pursuance of this policy, the RGoB:
 - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice"² means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value³ to influence improperly the actions of another party;
 - (ii) "Fraudulent practice"⁴ means any intentional act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "Collusive practice"⁵ means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (iv) "Coercive practice"⁶ means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "Obstructive practice" means:

1 In this context, any action taken by a Consultant to influence the procurement process or contract execution for undue advantage is improper.

2 "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes staff and employees of any organizations (including any institutions providing finance for the Services) taking or reviewing procurement decisions.

3 "anything of value" includes, but is not limited to, any gift, loan, fee, commission, valuable security or other asset or interest in an asset; any office, employment or contract; any payment, discharge or liquidation of any loan, obligation or other liability whatsoever, whether in whole or in part; any other services, favour or advantage, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of a disciplinary or penal nature, whether or not already instituted and including the exercise or the forbearance from the exercise of any right or any official power or duty.

4 a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

5 "parties" refers to participants in the procurement process (including public officials) and an "improper purpose" includes attempting to establish proposal prices at artificial, non competitive levels.

6 a "party" refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (bb) acts intended materially to impede the exercise of the inspection and audit rights of the Procuring Agency or any organization or person appointed by the Procuring Agency and/or any relevant RGoB agency provided for under sub-paragraph (d) below of this paragraph 4.1.
- (b) will not select a Consultant for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a Consultant, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded an RGoB-financed contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an RGoB-financed contract;
- (d) will have the right to require that a provision be included in REoI and in contracts financed by the RGoB, requiring Consultant to permit the Procuring Agency, any organisation or person appointed by the Procuring Agency and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to their submission of EoI and contract performance, and to have them audited by auditors appointed by the Procuring Agency;
- (e) Requires that Consultant, as a condition of admission to eligibility, execute and attach to their Proposals an Integrity Pact Statement in the form provided in Form 4 of Section 3. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Proposal; and
- (f) Will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anticorruption Commission (ACC) of Bhutan, for necessary action as per the statutes and provisions of the relevant agency.

2. DOCUMENTS

- 2.1 To prepare a proposal, the Consultant shall use the attached Documents listed in the Data Sheet.
- 2.2 The address to which the proposal to be submitted shall be mentioned in the data sheet.
- 2.3 Consultant requiring a clarification of the Documents must notify the Procuring Agency, in writing, not later than seven days before the proposal submission date.
- 2.4 At any time before the submission of Proposals the Procuring Agency may amend the RFP by issuing an addendum in writing. The addendum shall be sent to Consultant and will be binding on them. Consultant shall acknowledge receipt of all addenda before the final date and time established for the submission of Proposals. To give Consultant reasonable time in which to take an addendum into account in their Proposals the Procuring Agency may, if the addendum is substantial, extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 The Consultant is required to submit a combined technical and a financial proposal. The proposal shall be written in the language specified in the Data Sheet.

Technical Proposal

3.2 The Consultant is expected to examine all terms and instructions included in the Documents. Failure to provide all requested information will be at the risk of the firm and may result in rejection of the proposal.

3.3 The technical proposal shall provide the following information, using, but not limited to, the formats attached in Section 3:

- (a) 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;
- (b) The composition of the proposed staff team, the tasks which would be assigned to each and their timing;
- (c) Curriculum Vitae (C.V.) signed in original by the professional staff or an authorized person;
- (d) Approach, Methodology and Work Plan for performing the Assignment;
- (e) 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
- (f) The Consultant's comments, if any, on the ToR issued by the Procuring Agency.

3.4 The technical proposal shall not include any financial information

Financial Proposal

3.5 The financial proposal shall 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. The financial proposal should be prepared using, but need not be limited to, the formats attached in Section 2.

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

3.7 Costs shall be expressed in currency as provided in data sheet.

4. SUBMISSION OF PROPOSALS

4.1 The Consultant 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 combined technical and financial proposal must be delivered on or before the time and date stated in the Data Sheet.

4.3 The proposal shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period the Consultant shall ensure availability of the professional staff proposed for the assignment. The Procuring Agency shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5. NEGOTIATIONS

- 5.1 Negotiations will be held in the place and date indicated in the data sheet.
- 5.2 Negotiations will commence with a discussion of technical proposal, the proposed methodology (work plan), staffing and any suggestions made to improve the TORs. The Procuring Agency and the consultant will finalize TORs, the staffing and bar charts, which will indicate activities, staff, and 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 Consultant within the available budget and to define clearly the inputs required from the Procuring Agency to ensure satisfactory implementation of the Assignment.
- 5.3 Changes agreed upon will then be reflected in the financial proposal where necessary, using proposed unit rates.
- 5.4 The negotiations will be concluded with a review of the draft form of Contract. The Procuring Agency and the Consultant will finalize the contract to conclude negotiations.

6. AWARD OF CONTRACT

- 6.1 The Procuring Agency shall issue a Letter of Intent (in the format in Section 4 -hereafter called the Letter of Intent to award) to the selected Consultant. This information shall be given to all other Consultant who submitted an EoI. Such notification should be communicated in writing, including by cable, facsimile, telex or electronic mail to the entire Consultant on the same day of dispatch. The Employer shall ensure that the same information is uploaded on their website on the same day of dispatch.
- 6.2 If no Consultant submit any complain pursuant to ITC 7 within a period of ten(10) days of the notice provided under ITC 7.1 above, the Procuring Agency shall award the Contract to the selected Consultant, and:
 - (a) As soon as possible notify unsuccessful Consultant, and
 - (b) Publish a notification of award on the Procuring Agency's website.
- 6.3 The notifications to all unsuccessful Consultants, and the notification on the Procuring Agency's website, shall include the following information:
 - (a) The assignment reference number;
 - (b) The name of the winning Consultant and total price it offered; and
 - (c) The date of the award decision.
- 6.4 The time taken to notify unsuccessful Consultant and publish the notification of award on the Procuring Agency's website may in no circumstances exceed 15 days from the date of the decision to award the Contract to the successful Consultant.
- 6.5 Following the decision to award the Contract to the selected Consultant, the parties shall enter into a written Contract binding on both parties. The Contract shall be compatible with the Applicable Laws of Bhutan. The Contract shall be signed by the duly authorized representatives of the parties and shall bear the date of signature.
- 6.6 Where both the parties do not sign the Contract simultaneously,
 - (a) The Procuring Agency shall send to the selected Consultant two original copies of (1) the full agreed Contract and (2) the letter of acceptance (notification of award), each signed by the its duly authorized representative together with the date of signature;
 - (b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall normally be not more than 15 days from the date of its receipt by the Consultant;
 - (c) The Consultant, if he agrees to conclude the Contract, shall sign and date all original

- copies of the Contract and the letter of acceptance and return one copy of each to the Procuring Agency before the expiry of the deadline indicated in the letter of acceptance;
- (d) In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Procuring Agency may negotiate with the second ranked Consultant pursuant to paragraph 13.2.

7. COMPLAINT AND REVIEW

- 7.1 If the Consultant has or is likely to suffer, loss or injury due to breach of a duty imposed on the Employer by the provisions of this bidding document, the consultant shall submit the complaint in writing to the Employer within ten (10) days from the date of letter of intent to award the contract.
- 7.2 The head of agency shall, within 7 days after the submission of the complaint, issue a written decision.
- 7.3 The Consultant may appeal to the Independent Review Body within 5 days of the decision of the Head of the Procuring Agency or, where no such decision has been taken, within 15 days of the original complaint and the copy of the appeal shall be given to procuring agency on the same day.
- 7.4 Once the appeal copy is received by the procuring agency, it shall not proceed further with the procurement process until receipt of notification from the Independent Review Body Secretariat.

SECTION 2: INSTRUCTION TO CONSULTANT - DATA SHEET

Clause No.

1. The name of the Assignment is: _____
The name of the Procuring Agency is: _____
2. The description and the objectives of the Assignment are _____ (including assignment period) :
3. The assignment will be carried as *(Insert as appropriate such as lump-sum, time based etc.)*
4. Pre-Proposal Conference: Yes ____ No ____ [If yes, indicate date, time & venue]
The name(s) and address of the Official(s) is (are):
5. The Procuring Agency shall provide the following inputs:
[List inputs that the Procuring Agency can provide to the consultant]
6. The address is: _____
7. The language is: _____
8. Tax liability, insurances *(Insert as appropriate)*
9. The number of copies of the proposal is/are:
10. The date and time of proposal submission are: _____
11. Validity period (days, date): _____
The location for contract negotiation is: _____
12. The Negotiation will be held at *(Insert place)* _____ on *(Insert Date)* _____
at *(Insert time)*
13. Commencement of Assignment *(Insert date, location)*: _____

SECTION 3: STANDARD FORMS

TECHNICAL PROPOSAL

TO

Sir:

Subject: **Consultancy Service for** _____

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
2. Relevant services carried out in the last five years which best illustrate qualifications
3. Approach and methodology
4. CVs of proposed personnel
5. Valid trade license & CDB certificate

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Procuring Agency or Procuring Agency: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any willful misstatement herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member] *Day/Month/Year*

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

1

2

3

4

FORMATS OF FINANCIAL PROPOSAL

FORM FIN 1

FINANCIAL PROPOSALS

TO

Sir:

Subject: Consultancy Services for _____

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

Item	
Total Costs of Financial Proposal	

FORM FIN-3 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)

N°	Description	Unit	Unit Cost	Quantity	Amount
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)

FORM FIN-4 BREAKDOWN of Remuneration

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

Group of Activities (Phase): _____							
Name	Position ⁷	Staff-month Rate ⁸	Input ⁹ (Staff-months)	[Indicate Foreign Currency # 1] ¹⁰	[Indicate Foreign Currency # 2] ¹¹	[Indicate Foreign Currency # 3] ¹²	[Indicate Local Currency]
Foreign Staff							
		[Home]					
		[Field]					
Local Staff							
		[Home]					
		[Field]					
Total Costs							

- 7 Form FIN-4 shall be filled in for each of the Forms FIN-3 provided.
- 8 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 9 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 10 Indicate separately staff-month rate and currency for home and field work.
- 11 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 12 Indicate between brackets the name of the foreign currency. Use the same columns and currencies as Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

SECTION 4: TERMS OF REFERENCE

TERMS OF REFERENCE

1. Background;
2. Statement of Objectives;
3. An Outline of the tasks to be carried out;
4. Schedule for Completion of Tasks;
5. Data, Services and Facilities to be provided by the Procuring Agency;
6. Final Outputs(i.e., Reports, Drawings, etc.) that will be required of the consultant;
7. Composition of Review committee to monitor Consultant Work;
8. Procedure for review of progress reports, inception, status, final draft and final reports;
9. List of Key positions with qualification and experience;
10. Any other information.

SECTION 5: STANDARD FORMS OF CONTRACT

Two Standard Forms of Contract are provided:

Annex I: Standard Form of Contract: Consulting Services [Time-Based]

Annex II: Standard Form of Contract: Consulting Services [Lump-Sum]

ANNEX I: CONSULTING SERVICES: TIME- BASED CONTRACT

SAMPLE CONTRACT FOR CONSULTING SERVICES

TIME-BASED PAYMENTS

[This sample contract shall be used when a Time-Based contract is included in the RFP]

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 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, "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 Procuring Agency 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 Procuring Agency shall pay the Consultant for Services rendered at the rate(s) per man/month spent¹³ (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. Reimbursable

The Procuring Agency shall pay the Consultant for reimbursable expenses, which 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 Procuring Agency.¹⁴

D. Payment Conditions

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

4. Project Administration

A. Coordinator

The Procuring Agency designates Mr./Ms. [*insert name*] as Procuring Agency'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 Procuring Agency.

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 Procuring Agency 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.

¹³ Select the applicable rate and delete the others.

¹⁴ Specific expenses can be added as an item (iii) in paragraph 3.C.

- | | |
|--|--|
| 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 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. |
| 7. Ownership of Material | Any studies, reports or other material, graphic, software or otherwise, 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. |
| 8. Consultant Not to be Engaged in Certain Activities | 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 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 Procuring Agency'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 PROCURING AGENCY

FOR THE CONSULTANT

Signed by _____

Signed by _____

Designation: _____

Designation: _____

Witness:

Witness:

Name:

Name:

Designation:

Designation:

LIST OF ANNEXES

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Reporting Obligations
- Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

**ANNEX II: STANDARD FORM OF CONTRACT: CONSULTING SERVICES
[LUMP-SUM]**

SAMPLE CONTRACT FOR CONSULTING SERVICES

Lump-Sum Contracts

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. Schedule of Payments

The schedule of payments is specified below:¹⁵

[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

¹⁵ Modify, in order to reflect the output required, as described in Annex C.

[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. Payment Conditions

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.

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, 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.¹⁶

8. Consultant Not to be Engaged in Certain Activities

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.

¹⁶ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 7.

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 Resolution¹⁷

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: _____

Witness:
Name:
Designation:

Witness:
Name:
Designation:

¹⁷ 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