



TENDER ANNOUNCEMENT
POLICY AND PLANNING DIVISION
MINISTRY OF AGRICULTURE AND FORESTS

The Policy and Planning Division, Ministry of Agriculture and Forests would like to invite bids from the interested and eligible national consultancy firms/consultants to "**Carry out Poverty and Vulnerability Assessment Survey**" implemented by the **Support to Rural Livelihoods and Climate Change Adaptation in the Himalayas (Himalica)** project. The tender document can be downloaded at free from website www.moaf.gov.bt with effect from 1st April 2016.

Interested national consultancy firms/consultants should submit their bids to the **Chief Planning Officer**, Policy and Planning Division, MoAF on or before **1200 hours on 29th April 2016** and shall be opened on the same day at **1430** hours. For further information, you may contact Mr. Dawa Zangpo, Project Manager at 02-323745 or dzangpo@moaf.gov.bt during office hours.

Chief Planning Officer



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ROYAL GOVERNMENT OF BHUTAN
Ministry of Agriculture and Forests
Tashichhodzong
Thimphu: Bhutan



**POLICY AND PLANING DIVISION
MINISTRY OF AGRICULTURE AND FORESTS
ROYAL GOVERNMENT OF BHUTAN
THIMPHU: BHUTAN**

PPD/RNR-SCS/ - RESEARCH/STUDIES/SURVEYS/4/246

BIDDING DOCUMENT

***TO CARRY OUT FIELD SURVEY ON POVERTY AND VULNURABILTY ASSESSMENT
TO SUPPORT RURAL LIVELIHOODS AND CLIMATE CHANGE ADAPTATION
IN THE HIMALAYAS (HIMALICA) PROJECT
APRIL 2016***



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Letter of Invitation

International Centre for Integrated Mountain Development (ICIMOD) in collaboration with Ministry of Agriculture and Forests (MoAF) has budget provision under Rural Livelihoods and Climate Change Adaptation in the Himalayas (Himalica) project to carry out Poverty and Vulnerability Assessment Survey and intends to apply for the procurement of Consulting services for field survey.

Therefore, Policy and Planning Division, Ministry of Agriculture and forests invites eligible consultancy firm to indicate their interest in providing abovementioned services. Interested consultancy firms must provide information indicating they are qualified to perform the services (Brochure, Description of similar assignments, experiences in similar condition, availability of appropriate skills and staff etc.) as the LOI DATA SHEET

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 (0900 to 1600 hours).

Proposal must be delivered to the address below by **29th April 2016**

Chief Planning Officer
Ministry of Agriculture and Forests
Thimphu, Bhutan
Tel: 02323745
Fax: 323748
E-mail: kthinley@moaf.gov.bt



Kencho thinley
(Chief Planning Officer)



1. **INTRODUCTION**

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

2. **DOCUMENTS**

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



3. PREPARATION OF PROPOSAL

- 3.1 Firms/individuals are requested to submit a technical and a financial proposal in separate envelopes. 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 (*This is not applicable as we are using lump-sum method*) The financial proposal for the Assignment should be substantially in accordance with the budget;
 - iii) The estimated man months for the assignment are stated in the data sheet for your information. However, firms/individuals should feel free to submit your proposal on the basis of man months which firms/individuals consider necessary to undertake the assignment.
- 3.4 The technical proposal must provide the following information, using, but not limited to, the formats attached in Annexure 2:
- i) A brief description of the Consultant's organization and an outline of recent experience on assignments of a similar nature. The information provided on each assignment should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm involvement;
 - ii) Any comments or suggestions on the TORs, and a description of the methodology (work plan) which the Consultants propose to execute the services, illustrated with bar charts of activities.

¹ This will apply only for fixed budget selection method



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- 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, 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 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.



5. PROPOSAL EVALUATION

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

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

Technical Proposal

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

Financial Proposal

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

6. Negotiations

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



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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: <i>Poverty and Vulnerability Assessment Field Survey</i>

The name of the Client is: <i>Policy and Planning Division, MoAF, Thimphu</i> |
| 1.2 | The description and the objectives of the Assignment are: <i>1. to carry of field survey on Poverty and Vulnerability Assessment in six selected Dzongkhag (2 from East, 2 from central and 2 from West). 2. To enable and facilitate the equitable and sustainable wellbeing of men and women in the Hindu Kush Himalayan region through activities supporting the development of equitable policies and practices that enhance the resilience of mountain men and women, encourage sustainable development and conservation, and promote regional cooperation.</i> |
| 1.3 | The assignment will be carried as: <i>lump-sum basis</i> |
| 1.5 | Pre-Proposal Conference: <i>Not Applicable</i>

The name(s) and address of the Official(s) is (are): <i>Dawa Zangpo, PPD, MoAF, Thimphu</i> |
| 1.6 | The Client shall provide the following inputs:

<i>a. Provide Training related to Tablet data collection</i>
<i>b. Administrative Support</i> |
| 1.9 | The Documents are: <i>Term of Reference and Contract Agreement</i> |
| 2.2 | The address is: <i>Policy and Planning Division.</i>

<i>Ministry of Agriculture and Forests, Thimphu</i> |
| 3.1 | The language is: <i>English</i> |
| 3.7 | Tax liability, insurance:

<i>a. The firms are required to adequately insure all the liabilities (personnel, equipment or others) expected to be engaged for the execution of assignment. The Employer shall not be responsible for any liability associated with the execution of this assignment</i>
<i>b. The TDS shal be deducted as per the prevailing norms</i> |

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: *29th April, 2016 on or before 12 Noon and shall be opened on the same day at 14:30 hours*

4.4 Validity period (days, date): *60 days from the opening of document*

The location is: *Policy and Planning Division, MoAF, Thimphu*

5.1 The points given to evaluation criteria are:

	<u>POINTS</u>
(i) <i>The consultants' relevant experience for the assignment</i>	20
(ii) <i>Quality assurance mechanism</i>	30
(iii) <i>The Qualification of the key staff proposed</i>	40
(iv) <i>Transfer of knowledge</i>	10
Total:	100
	=====

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

	<u>POINTS</u>
<i>General Qualifications</i>	30
<i>Adequacy for the Project</i>	50
<i>Experience</i>	20
Total:	100
	=====

The technical proposal should score at least 70 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 65 percent
The weight (F%) given to the Financial Proposal is 35 percent*

7.2. Commencement of Assignment (date, location): *After signing of the Contract Agreement as per the annexure – VI*

Attachments:

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

TERMS OF REFERENCE (see separate TOR file attachment)

1. BACKGROUND:

Poverty reduction and environmental conservation are priorities for the Government of Bhutan. Mountain communities depend on land and natural resources for their livelihoods. Poverty reduction and environmental conservation are priorities for the Royal Government of Bhutan, as 60% of the population live in rural areas and engage in economic activities based on natural resources. Up-to-date scientific knowledge is required to build resilience of mountain people to adapt to the challenges, and in the development of climate change policies, including adaptation and mitigation measures. ICIMOD through the Himalica programme will provide a platform to facilitate mountain-specific focussed policy and action research in Bhutan. The PVA defined in this TOR will increase knowledge on the scope and character of livelihood vulnerability in 6 districts of Bhutan, enhance national and local capacity development, and facilitate regional knowledge sharing and exchange.

About PVA

The PVA (Poverty and Vulnerability Assessment) is a household survey instrument that ICIMOD has developed to identify, understand, and monitor poverty and vulnerability in the Hindu-Kush Himalayas (HKH). The intension is to influence policy making and developments planning through representative and quantitative data to verify and substantiate existing qualitative findings. The collection of primary data generation will help to fill the gaps and gather information on a number of indicators that are 'mountain specific' and hold institutional relevance and are often missing from available national data sets hence. The PVA questionnaire examines:

- dimensions and causes of poverty and vulnerability
- exposure to environmental and socioeconomic shocks
- perception of environmental change
- measures taken to adapt to environmental change
- nature of livelihoods and assets
- connectivity between different sets of livelihoods
- physical infrastructure
- production support, including credit, food, and other basic consumables
- gender inequalities related to education, household chores, and heading the household

In the years 2011 and 2012 ICIMOD has carried out several poverty and vulnerability assessments on household level in Nepal, India, Pakistan, China and Bhutan. Overall, more than 12,000 households in the HKH region were surveyed. None of the surveys covers the whole country. They are restricted to specific regions selected according to the purpose of certain projects. All the assessments have in common that they are representative on district level. Households are selected using multistage random sampling.

2. OBJECTIVES OF SURVEY:

- (i) Complement official poverty measures with a measure that incorporates multidimensional, mountain-specific poverty measure;
- (ii) Describe the level and composition of multidimensional, mountain-specific poverty in Eastern Bhutan at district level;
- (iii) Identify vulnerable and excluded groups;
- (iv) Inform policy makers and development planners about the level and composition of multidimensional, mountain-specific poverty to support them in shaping and fine-tuning of development policies and interventions;

3. SCOPE OF WORK:

- (i) To undertake house listing exercise of all selected primary sampling units (PSUs) with materials from their own agency.
- (ii) Submit household list to Client.
- (iii) Upon household selections made by client, undertake field survey of households using tablets after training provided by PPD in collaboration with ICIMOD.
- (iv) Field Survey will cover **6 Dzongkhags** (Trashiyangtse, SamdrupJonkhar, Bumthang, Tsirang, Samtse and Paro) with total sample size of **4216** including both Rural and Urban.
- (v) A brief report on field observations.

4. KEY COMPETENCIES:

Following are some of the key competencies expected out of the consultant:

- (i) Proficient in field research and statistical protocols, preferably in the area of Survey and Sampling.
- (ii) General understanding of the issues related Poverty and Vulnerability
- (iii) Good Coordination and oral communication skills suited for this assignment,
- (iv) Interviewing skills and ability to interact with grass root level respondents, and
- (v) Proficiency with statistical packages/software used in database like CSPro.

5. Required qualifications, experiences and personnel

- (i) Minimum of Bachelor's Degree in Statistics(Any) Sociology, Social work/Social Science, Rural Development, Business or Public Administration, Humanities, Environment or related subjects,
- (ii) Minimum of 3 years of relevant experience in the field of research, Field Survey and Database.
- (iii) Experience in conducting researches or projects related to Poverty, Vulnerability, rural development, climate change would be an advantage,
- (vi) A team leader fulfilling criteria (i) and (ii) with minimum of 24 enumerator

6. Final outputs that will be required of the consultant

- (i) Raw Data collected from field
- (ii) Short report on field Observation

7. Evaluation criteria:

The consultant/s shall be evaluated based on the following criteria:

1. Relevance of the consultant’s experience for the assignment,
2. Qualifications of the key staff proposed to undertake this survey,
3. Quality and methodology of field survey proposed,
4. Transfer of knowledge

8. Duration of engagement

The duration of engagement for this assignment is 30 man-days and must complete the assignment within 45 calendar days after signing of the contract agreement.

9. Terms of payment

The consultant/s shall be paid based on the following payment schedule:

<i>Sl #</i>	<i>Activity</i>	<i>Payment Breakdown</i>
<i>1</i>	<i>Payment after signing of the contract agreement (Budget to initiate the field data collection)</i>	<i>30%</i>
<i>2</i>	<i>After submission and approval of RAW Data and Short field observation to Management Unit</i>	<i>30%</i>
<i>3</i>	<i>After acceptance of Final Data by the ICIMOD and Project Management Unit</i>	<i>40%</i>

Request for payments should be made in written to the Project Manager with proper invoices on milestone achievement basis. The Project Management Unit reserves the right to conduct thorough assessment of the consultant/s’ outputs in terms of quality and timeliness before making any payment.

Annex - 2

FORMATS FOR TECHNICAL PROPOSAL

Annexure 2

TECHNICAL PROPOSAL

TO

Sir:

Subject: Hiring of Consultancy Service for _____

Regarding Technical Proposal

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

Yours faithfully,

Signature

Full Name _____

Designation _____

Address _____

(Authorized Representative)

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

Format of Curriculum Vitae (CV) For Proposed Key Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **Nationality:** _____

Membership of Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Annexure - 3

FORMATS OF FINANCIAL PROPOSAL

FORM FIN 1 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)

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	

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

N°	Description	Unit	Unit Cost	Quantity	Amount
1	Per diem allowances	Day			
2	Miscellaneous travel expenses	Trip			
3	Drafting, reproduction of reports				
5	Equipment, instruments, materials, supplies, etc.				
7	Local transportation costs				

(Modify as appropriate)

Request for Proposals

Date _____

To

1. The _____ (hereinafter to refer to as the “Client”) invites you to submit a separate 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 technical and financial proposals in accordance with the attached forms. Your proposals will be subject to negotiation between your authorized representative and the Client and may result in a contract. A draft contract is also attached.
3. Your technical and financial proposals should be submitted at the following address, not later than _____ [*insert date, month, and year*]. The technical and financial proposal shall each bear a weightage of _____ [*insert techno-financial ratio*] for the purpose of evaluating this proposal.
4. Please confirm receipt of this invitation and that you will/will not submit the proposals as requested

Sincerely

(Client’s authorized representative)



Draft CONTRACT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

The Consultant shall perform the Services during the period commencing July 15, 2012 and continuing through *August 14, 2012* or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to ToR, the Client shall pay the Consultant an amount not to exceed a ceiling of *the amount quoted*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the



Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month 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."

C. Reimbursable

The Client 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 Client.²

D. Payment Conditions

Payment shall be made in Ngultrum not later than 30 days following submission of invoices in duplicate to the client.

**4. Project
Administrati
on**

A. Coordinator

The Client designates Mr. *Jamyang Rabten*, *Project M&E officer*, as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

¹ Select the applicable rate and delete the others.

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



B. Timesheets

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

C. Records and Accounts

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

- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the 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.



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- 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 the kingdom of Bhutan and the language of the Contract shall be **in English**

- 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: _____