
REQUEST FOR PROPOSAL
CUSTOMER SATISFACTION SURVEY
FY 2016-2018



NATIONAL PENSION AND PROVIDENT FUND

**NATIONAL PENSION & PROVIDENT FUND
THIMPHU: BHUTAN**

NPPF/HRAD/2017-18/10/

08.05.2018

Letter of Invitation

The *National Pension and Provident Fund* intends to *conduct a customer satisfaction survey capturing the FY 2016 - 2018*. The survey shall include assessment of effectiveness and efficiency of all NPPF products and services to our customers or members and the survey shall be completed by end of July 2018.

The NPPF invites registered firms or licensed individuals in relevant field to indicate their interest in providing the services. Interested firms or licensed individuals must provide information indicating their qualification to perform the services (Description of similar assignments, experience in similar conditions, availability of appropriate skills among staff, etc.).

The selection process of a consultant shall be in accordance with the procedures set out in the RFP. The RFP can be downloaded from NPPF website www.nppf.org.bt with effect from 09.05.2018 to 23.05.2018. For any inquiry, please contact Ms. Sherab Tshomo in writing @ sherab.tshomo@nppf.org.bt.

Proposal must be delivered to the address below on or before 11:00 a.m., 23rd May 2018.

Chief, Human Resource and Administration Division
National Pension and Provident Fund
Changlam, PO. Box#1046
Thimphu, Bhutan
Web site: www.nppf.org.bt

1. **INTRODUCTION**

- 1.1 Firms 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 the Consultant 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 Firms 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 make available relevant project data and reports.
- 1.7 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.8. Any clarifications required should be sought before submission of proposals.

2. **DOCUMENTS**

- 2.1 To enable firms to prepare a proposal, please find and use the attached Documents listed in the Data Sheet.
- 2.2 Firms 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 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 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 must give particular attention to the following:
 - i) If firms 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;
- 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 (last 10 years) on assignments of a similar nature with duly supported evidences. 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, tasks, which would be assigned to each and their timing;
- iv) Curriculum Vitae (C.V.) recently signed by the proposed key professional staff or an authorized manager in the home office submitted with supporting evidences 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 include all costs associated with the Assignment. These normally cover: remuneration for staff, accommodation (per diem, housing), transportation, for mobilization and demobilization, and equipment (vehicles, office equipment, furniture and supplies), printing of documents, surveys. Your financial proposal should be prepared using, but need not be limited to, the formats attached in Annexure 3.

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

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

4. SUBMISSION OF PROPOSALS

4.1 Consultant must submit one original proposal and one copy of document consisting of a technical proposal and the financial proposal in two separate envelopes for submission to the client. Each proposal will be sealed in an outer envelope, which will bear the identification "Proposal for Customer Satisfaction Survey - Do not open before bid opening date: 11:30 am, 23rd May 2018".

4.2 The two envelopes shall be submitted in a sealed envelope to prevent premature opening and tampering.

4.3 Technical bid and financial bid shall be submitted in separate envelopes. "Technical" or "Financial" proposal shall be written on the envelopes for identification. Bid not submitted separately shall be rejected outright.

4.4. The original proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm. The persons or person who signs the proposals must initial any such corrections.

4.5. An authorized representative of the firm shall initial and seal on all pages of the proposal. (RFP and all other support documents). The representatives' authorization is confirmed by a written power of attorney accompanying the proposal.

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

4.8 The proposal must be valid for the number of days stated in the Data Sheet from the date of its submission during which firms 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.

4.9. Documents to be submitted as part of the technical proposal are:

- a. Sealed and signed Integrity Pact – Annexure;
- b. Earnest money deposit (EMD) of Nu. 20,000/- in the form of cash warrant or bank guarantee or demand draft payable to the Chief Executive Officer, NPPF, Thimphu, valid for a period of not less than 90 days from the date of bid opening;
- c. Methodology to conduct the survey;
- d. Consultants' relevant experience – supported by evidences;
- e. Relevant qualifications and experience of the key staff proposed to be engaged supported by evidences;
- f. The Term of Reference and the contract document for Customer Satisfaction Survey duly sealed and signed by the authorized signatory of the firm.
- g. A valid trade license;
- h. A valid tax clearance certificate;
- i. Supporting documents as required for the evaluation as mentioned in the LOI data sheet; and
- j. Any other requirements as specified in the document

Sl. no. a to b are mandatory and failure to which, the bid shall be rejected outright.

5. Deadline for submission of proposals

5.1. The deadline for submission of proposal is on or before "11:00 am, 23rd May, 2018".

6. Bid security

6.1. The Consultant shall furnish, as part of its bid, a bid security of Nu. 20,000/- (twenty thousand only) in the form of a cash warrant, demand draft or unconditional bank guarantee valid for 90 days from the date of bid opening addressed to the CEO, NPPF along with the technical proposal. Any bid not accompanied by bid security shall be treated as non-responsive and rejected outright.

6.2. The bid security shall be forfeited by the client:

1. If a Consultant withdraws its bid during bid validity period; or
2. In case of successful Consultant, if the Consultant fails:
 - a. To sign the contract within the prescribed timeline; or
 - b. To furnish the performance security within the prescribed timeline.

7. Opening of proposals

7.1. The proposals shall be opened at 11:30 am, 23rd May 2018.

8. PROPOSAL EVALUATION

8.1 A two-stage procedure will be adopted in evaluating the proposals:

- i) A technical evaluation, which will be carried out prior to opening of any financial proposal;
- ii) A financial evaluation.

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

Technical Proposal

- 8.2 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

- 8.3 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).
- 8.4 Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in the Data Sheet" $S = St \times T\% + Sf \times F\%$.

9. Negotiations

- 9.1 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 email and invite to negotiate the Contract, if necessary.
- 9.2 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.
- 9.3 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.
- 9.4 Changes agreed upon will then be reflected in the financial proposal.
- 9.5 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.

10. AWARD OF CONTRACT

- 10.1 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.
- 10.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

11. Rejection or termination

- 11.1. The client shall not be bound to accept the lowest bid or any particular bid. The Client has the sole right to reject the tender in part or in whole or all tenders without assigning any reasons. The committee's decision shall be final and binding.
- 11.2. A proposal considered unsuitable shall be rejected at the evaluation stage if it does not respond to the important aspects of the TOR.

- 11.3. The client may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Producer (s), terminate the Contract in whole or in part.

12. Performance Security

- 12.1. The successful consultant shall within 7 days from the date of Letter of Award, deposit an equivalent amount of 10% of the contract price as Performance Security in the form of a cash warrant, demand draft or unconditional Bank Guarantee valid for a period of 6 months from the effective date of Contract. It shall serve as a guarantee that the consultant shall perform their consultancy obligations under the contract. The performance security shall be discharged and returned to the consultant within thirty (30) days from the acceptance of the final report.

13. Liquidated damages on delay of work

- 13.1 If the consultant fails to deliver the consultancy works within the stipulated time, the consultant shall be liable for liquidated damages @ 0.5% of the contract price per day, subject to maximum of 10% of the contract price.

14. Payment terms:

- 14.1 The payment will be made after submission of the acceptable deliverables as under:

| Milestone | Rate | Remarks |
|---|------|---|
| 1. On signing of the Contract Agreement upon submission of bank guarantee provided by any commercial bank domiciled in Bhutan equivalent to 10% of the contract value valid for 6 months. | 10% | Such payment shall be adjusted from the total amount due to the consultant. |
| 2. On presentation and approval of draft survey report. | 50% | All payments shall be made after deducting applicable retention money or security deposit at 10% and adjustment of advance, if any; |
| 3. On submission of final report and acceptance of the report by the client. | 50% | |

- The payment shall be subject to a TDS deduction as per prevailing government rates; and;
- The retention money shall be released to the consultant on acceptance of survey report by the Board.

LOI DATA SHEET**Clause No. Clause**

- 1.1 The name of the Assignment is: Customer satisfaction survey 2016-2018
The name of the Client is: National Pension and Provident Fund
- 1.2 The description and the objectives of the Assignment are as given in the ToR (including assignment period is for 60 days):
- 1.3 The assignment will be carried on a *Lump sum basis*.
- 1.4 The Documents are: (TORs, Contract, Appendices etc.)
- 2.2 The address is: Head Office, NPPF, Thimphu
- 3.1 The language is: English
- 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: on or before 11:00 a.m., 23rd May, 2018
- 4.4 Bid Validity period (days): 60 days from the opening of the bids
The location is: Head Office, NPPF, Thimphu
- 5.1 The points given to evaluation criteria are:

| Technical Proposal Evaluation Criteria | | |
|--|--------------|------------------|
| Name of the Firm | | |
| Criteria | Score | Weightage |
| 1. Relevant experience of the firm The term relevant here shall mean "firms directly engaged in the customer surveys" | | 30 |
| Less than 2 Projects | 0 | |
| 2 Projects | 10 | |
| 3 Projects | 20 | |
| More than 3 Projects | 30 | |
| 2. Detailed quality of the methodology proposed with reference to the scope of work | | 30 |
| Unsatisfactory | 5 | |
| Satisfactory | 15 | |
| Good | 20 | |
| Very Good | 25 | |
| Excellent | 30 | |
| | | |
| 3.(i) Relevant qualifications of the key staff proposed | | |

| | | |
|---|----|------------|
| Minimum Bachelors | 10 | 40 |
| Masters | 15 | |
| PhD | 20 | |
| 3.(ii) Relevant experience of the key staff proposed | | |
| 1 Project | 5 | |
| 2 Projects | 10 | |
| 3 Projects | 15 | |
| 4 Projects or more | 20 | |
| Total Score | | 100 |

Note for table given above:

The term relevant here shall mean "directly engaged in the customer surveys" Firms should submit work completion certificates to substantiate the claims of relevant work experience. Only certificates from government, corporate entities and financial institutions will be taken into account for evaluation. For key staff, academic certificates and CVs supported by work experience certificates from government, corporate entities and financial institutions should be submitted.

- 5.2 The technical proposal should score at least 65 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 70 percent.
The weight (F%) given to the Financial Proposal is 30 percent.
- 7.2. Commencement of Assignment (date, location): Immediately after the award letter and location is Head Office, NPPF, Thimphu

Attachments:

1. Terms of Reference (TOR)
2. Annexures

Annexure 1: Formats for Technical Proposal

Annexure 2: Formats for Financial Proposal

Annexure 3: Integrity Pact

3. Draft Form of Contract

TERMS OF REFERENCE

1. Background

The National Pension and Provident Fund (hereafter referred to as client) manage retirement schemes of the civil servants, armed forces and government corporations and investment of fund.

The following is a brief description of the client:

- Provides pension and provident fund benefits to civil servants, corporate employees and members of the armed forces;
- Currently, there are 54, 678 members and 5,900 pension beneficiaries;
- Delivers services to 560 government agencies, corporate entities and armed forces;
- Provides loan facilities such as housing, education, member and student loans to its members. Currently, there are over 12,750 loan clients. It also finances projects, joint ventures and other entities;
- Head office of NPPF is located in Changlam, Thimphu. It has four regional offices, i.e. in Phuntsholing, Gelephu, S/Jongkhar and Mongar;
- Has over 74 pension delivery points through BOB, BNB, BDBL, and Bhutan Post; and,
- Provides housing to 891 tenants in 95 residential buildings in four Dzongkhags (Thimphu, Chhukha, Samdrup Jongkhar and Samtse).

2. Scope of Work

To conduct a customer satisfaction survey for the two financial years 2016 - 2018 to assess the effectiveness and efficiency of all NPPF products and services to our customers or members. The consultant shall employ both quantitative and qualitative research methods to cover the required population and achieve the survey parameters as specified below, identify areas of improvement in service delivery system and draw analysis detailing areas of improvements and make appropriate and practical recommendations within the given timeline.

| | | |
|------------------|--------|--|
| Population Size | 54,678 | Sampling has to be done on pro rata basis from all the regions |
| Confidence Level | 95% | |
| Response Rate | 50% | |
| Margin of Error | 2.5 | |

3. Completion of consultancy

The work is expected to commence from June, 2018 . The survey shall be completed by end of July 2018. The detailed report of the survey shall be presented and submitted to the client on or before 20th August 2018. The consultant shall also be required to make presentations to the management and the board as and when required.

4. Data, Services and Facilities to be provided by the Client

The Planning and Research Division shall be responsible for providing the necessary information and data required for the survey.

5. Final outputs (i.e., reports, etc.) that will be required of the consultant:

- Two (2) signed hard copies of the finalized NPPF approved survey report;
- Soft copy of the approved final survey report;

6. Procedure for review of progress reports, inception, status, final draft and final reports:

The consultant will provide daily status reports by email. Weekly meetings shall take place and the consultant shall maintain proper minutes.

7. List of key positions whose CV and experience would be evaluated.

All the staff proposed by the consultant for this assignment shall be evaluated.

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
2. Relevant services carried out in the last ten years which best illustrate qualifications supported by work experience certificates
3. Approach and methodology
4. Comments and suggestions on the ToR
5. CVs of proposed personnel supported by academic qualification and work experience certificates
6. Valid trade license & Tax clearance certificate

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
authorized official from the firm

Day/Month/Year

Please attach "Work Schedule "

FORM FIN 1 FINANCIAL PROPOSALS

TO

Sir:

Subject: Hiring of 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 | |

In words:

Integrity Pact Statement

[To be submitted on the official letterhead of the Consultant]

Date: [insert date of Proposal Submission]

Request for Proposals No.: [insert RFP number]

To:

Director, Operations Department
National Pension and Provident Fund
Chubachu, Thimphu

[insert title of the RFP and a short description of the Services)

1. General

Whereas Director, Operation Department, representing the National pension and Provident Fund, Royal Government of Bhutan, hereinafter referred to as the Client on one part, and (Name of person) representing the (Name of Consultant) as the other part hereby execute this agreement as follows:

This agreement should be a part of the tender document, which shall be signed and submitted along with the tender document. The head of the employing agency/or his authorized representative should be the signing authority. For the Consultants, the consultant himself or his authorized representative must sign the Integrity Pact (IP). If the winning Consultant had not signed during the submission of the bid, the tender shall be cancelled.

2. Objectives

Now, therefore, the Client and the Consultant agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into, with a view to :-

- i. Enabling the Client to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- ii. Enabling consultants to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Client will commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of the Client

The Client Commits itself to the following:-

- i. The Client hereby undertakes that no official of the Client, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Consultant, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

- ii. The Client further confirms that its officials has not favored any prospective Consultant in any form that could afford an undue advantage to that particular Consultant during the tendering stage, and will further treat all Consultants alike.
- iii. All the officials of the Client shall report to the head of the employing agency or an appropriate Government office any attempted or completed violation of clauses 3.1 and 3.2.
- iv. Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Client and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Client the proceedings under the contract would not be stalled.

4. Commitments of Consultants

The Consultant commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following :-

- i. The Consultant will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Client, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- ii. The Consultant further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Client or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- iii. The Consultant will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- iv. The Consultant, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Client of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5. Sanctions for Violation

The breach of any aforesaid provisions or providing false information by Clients, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws. The breach of the Pact or providing false information by the Consultant, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Consultant), or the commission of any offence by the Consultant, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code (Amendment) Act of Bhutan 2011, and the Anti-Corruption Act, 2011.

The Client/relevant agency shall also take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre-contract negotiations without giving any compensation to the Consultant. However, the proceedings with the other Consultant(s) would continue.

- ii. To immediately cancel the contract, if already awarded/signed, without giving any compensation to the Consultant.
- iii. The Earnest Money / Security Deposit shall stand forfeited.
- iv. To recover all sums already paid by the Client.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Consultant, in order to recover the payments, already made by the Client, along with interest.
- vi. To cancel all or any other Contracts with the Consultant.
- vii. To debar the Consultant from entering into any bid from the government of Bhutan as per the Debarment Rule.

6. Conflict of Interest

- i. A conflict of interest involves a conflict between the public duty and private interests (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflict of Interest would arise in a situation when any concerned members of both the parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee member must be declared in a prescribed form (sample form attached).
- ii. The Consultant shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member, and if he does so, the Client shall be entitled forthwith to rescind the Contract and all other contracts with the Consultant.

7. Examinations of Books of Accounts

- i. In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Client/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Consultant and the Consultant shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

8. Monitoring and Arbitration

- i. The respective procuring agency shall be responsible for monitoring and arbitration of IP as per the Procurement Rules.

9. Legal Actions

- i. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

- i. The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Client and the Consultant.
- ii. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement are true and correct to the best of our knowledge and belief.

The parties hereby sign this Integrity Pact at _____ on _____

CLIENT

CONSULTANT

Witness:
Name

Witness:
Name

CID. No.

CID. No.

CONTRACT

THIS CONTRACT ("Contract") is entered into this[starting date of assignment], by and between [NPPF] ("the Client") having its principal place of business at [HO, NPPF, Thimphu], and..... [Consultant's name] ("the Consultant") having its principal office located at [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..... [start date] and continuing through..... [completion date] or any other period as may be subsequently agreed by the parties in writing.

- 3. Payment**
- A. Ceiling

For Services rendered pursuant to ToR, the Client shall pay the Consultant the negotiated lump sum 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.

- B. Payment Terms

| Milestone | Rate | Remarks |
|---|------|---|
| 1. On signing of the Contract Agreement upon submission of bank guarantee provided by any commercial bank domiciled in Bhutan equivalent to 10% of the contract value valid for 6 months. | 10% | Such payment shall be adjusted from the total amount due to the consultant. |
| 2. On presentation and approval of draft survey report. | 50% | All payments shall be made after deducting |

| | | |
|--|-----|--|
| 3. On submission of final report and acceptance of the report by the client. | 50% | applicable retention money or security deposit at 10% and adjustment of advance, if any; |
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- 4. Project Administration** The Client designates Ms. Sherab Tshomo 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.
- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant not to be Engaged in 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.
- 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 laws of the Kingdom of Bhutan shall govern the Contract, and the language of the Contract shall be *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.
- 13. Liquidated damages on delay of work** If the consultant fails to deliver the consultancy works within the stipulated time, the consultant shall be liable for liquidated damages @ 0.5% of the contract price per day, subject to maximum of 10% of the contract price.

FOR THE CLIENT

Signed by _____

Title: _____

Witness:

Name:

CID No.

FOR THE CONSULTANT

Signed by _____

Title: _____

Witness:

Name:

CID No.