

STANDARD REQUEST FOR PROPOSAL

# **Procurement of Consulting Services (SRFP)**

**For the Development of  
A Guideline on Co-production of Films**



## **Preface**

This Standard Request for Proposal (SRFP) for the Procurement of Consulting Services has been prepared by the Public Procurement Policy Division (PPPD), Ministry of Finance to be used for the Procurement of Consulting Services for the projects that are financed in whole or in part by the Royal Government of Bhutan (RGoB). It should be used in conjunction with the Procurement Rules and Regulations.

Those wishing to submit comments or questions on this Bidding Document or to obtain additional information on procurement under RGoB-financed projects may contact:

Public Procurement Policy Division  
Ministry of Finance  
Royal Government of Bhutan  
Email: [pppd@mof.gov.bt](mailto:pppd@mof.gov.bt)  
Telephone no. 00975 2 336962, fax no. 336961



འབྲུག་རྒྱལ་ཡོངས་སློག་བརྙན་ལྷན་ཚོགས།  
**National Film Commission of Bhutan**  
 Royal Government of Bhutan  
 Thimphu: Bhutan



**Letter of Invitation (LOI)**

**Development of a Guideline on Co-production of Films**

Project ID No- NFC-2019/2020/19/125

The National Film Commission (NFC) has a budget provision from RGoB and intends to apply part or whole of the proceeds for the procurement of consultancy services (both established and freelance) for development of a Guideline on Co-production of Films. The services include drafting of co-production guidelines *during [April 2020 to May 2020]*

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

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

Interested consultants may obtain further information at the address below during office *i.e.* 0900 to 1700 hours.

Proposal must be delivered to the address below by ~~31 March 2020~~ <sup>3rd April, 2020</sup>, on or before 11.00 A.M.

Head  
 National Film Commission  
 Royal Government of Bhutan  
 Thimphu  
 331342  
[www.nfc.gov.bt](http://www.nfc.gov.bt)

Head  
 National Film Commission  
 Bhutan

Tel: (975)-2-331342/331343, Post Box No. 1041  
 Jangsem Lam, Motithang, Thimphu  
[nfcb@nfc.gov.bt](mailto:nfcb@nfc.gov.bt)

## **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 obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.8 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices specified in the Standard Request for Proposal (Large Assignments) Instruction to Consultant Clause 4.

## **2. DOCUMENTS**

- 2.1 To enable firms/individuals 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, and 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. 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<sup>1</sup> for the Assignment is stated in the Data Sheet for your information. The financial proposal for the Assignment should be substantially in accordance with the budget;
- iii) The estimated man months for the assignment are stated in the data sheet for your information. However, firms/individuals should feel free to submit your proposal on the basis of man months which firms/individuals consider necessary to undertake the assignment.

- 3.4 The technical proposal must provide the following information, using, but not limited to, the formats attached in Annexure 2:

- i) A brief description of the Consultant's organization and an outline of recent experience on assignments of a similar nature. The information provided on each assignment should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm involvement;
- ii) Any comments or suggestions on the TORs, and a description of the methodology (work plan) which the Consultants propose to execute the services, illustrated with bar charts of activities.
- iii) The composition of the proposed staff team, the tasks which would be assigned to each and their timing;

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<sup>1</sup> This will apply only for fixed budget selection method

- iv) Curricula Vitae (C.V.) recently signed by the proposed key professional staff or an authorized manager in the home office.
- v) Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff; and
- vi) The Consultant's comments, if any, on the data, services and facilities to be provided by the Client indicated in the TORs.

3.5 The technical proposal **must not** include any financial information.

#### **Financial Proposal**

3.6 The financial proposal should list the costs associated with the Assignment. These normally cover: remuneration for staff, accommodation (per diem, housing), transportation, for mobilization and demobilization, and equipment (vehicles, office equipment, furniture and supplies), printing of documents, surveys. Your financial proposal should be prepared using, but need not be limited to, the formats attached in Annexure 3.

3.7 The financial proposal must take into account the tax liability and cost of insurance 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:

- i) a technical evaluation, which will be carried out prior to opening any financial proposal;

ii) a financial evaluation.

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

### **Technical Proposal**

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

### **Financial Proposal**

5.3 The evaluation committee will determine if the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of the proposals will be computed as follows:  $Sf = 100 \times Fm/F$  (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.

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: **Development of Guideline on Co-production of Films**

1.2 The name of the Client is: **National Film Commission**

1.3 The description and the objectives of the Assignment are: the Information, Communications and Media (ICM) Act of Bhutan 2018 promotes or encourages co-production with international investors, based on rules and guidelines developed by the NFC. The production period is 2 months.

1.4 The assignment will be carried as: Lump Sum

1.5 Pre-Proposal Conference: No

1.6 The name(s) and address of the Official(s) is (are): Singye Wangmo and Tenzin Gyeltshen, National Film Commission (NFC).

1.7 The Documents are: (TORs, Contract, and Appendices etc.)

2.2 The address is: **Head, NFC**

3.1 The language is: **English**

3.7 Tax liability, insurances (*Insert as appropriate*)

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: **3 April, 2020 at/before 11.00 AM**

4.4 Validity period (days, date): **60 days**

The location is: **National Film Commission, Jangsam Lam, Motithang (former CDCL Office) Thimphu.**

5.1 The points given to evaluation criteria are:

Sl. No.	Particular	Points
1	The consultants' relevant experience for the assignment and evaluation of similar projects	40
2	The quality of methodology proposed	20
3	General Qualifications (individual experience who will be working on the project)	40
4	<b>Total</b>	<b>100</b>

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 70 percent.  
The weight (F%) given to the Financial Proposal is 30 percent.

7.2. Commencement of Assignment (date, location): April 2020, Thimphu

Attachments:

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

## TERMS OF REFERENCE

### **1. BACKGROUND:**

The National Film Commission of Bhutan (NFC) has been established as per the Information, Communication & the Media Act of Bhutan 2018 (ICM Act 2018). The Act mandates the Commission to develop rules and guidelines for the filming sector to facilitate the development & promotion of the film industry both locally and internationally.

Bhutanese film industry is still in its nascent stage, despite having come a long way to be where it is today. It's the desire of the country and the artists and talents to be at par with the international filming fraternity. The Sector is also one of the key drivers in the government's pursuit for preservation & promotion of culture, tradition, rich environment and most of all Bhutan's development philosophy of Gross National Happiness.

Development of the filming sector will also enhance employability of young talents and expand the job market, which is an essential component for the development and wellbeing of the Bhutanese and Bhutan.

It's an urgent task for the NFC to have a very comprehensive Co-production guideline for the filming industry, mainly, based on the existing demand from the International filming fraternity to invest & make movies and documentaries in Bhutan for it's unique traits of rich and beautiful environment, socio-cultural & spiritual perseverance and political stability.

The NFC is also mandated to strengthen the growth and development of the Bhutanese film industry through funding, research, policy development, education and training, besides working on promoting Bhutanese films abroad by developing international markets.

Promotion and facilitation of co-production with international filmmakers will also help in improving the quality of local films through exposure and establishment of linkages with international filmmakers and experts.

**2. A PRECISE STATEMENT OF OBJECTIVES:** The main objective of this ToR is to avail consultancy services of research firms to develop Guideline on Co-production of Films.

**3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT:** This ToR is developed for the purpose of hiring a consultancy service for developing of a Guideline on Co-production of Films;

- The proposal must be **in line with the National Film Policy of Bhutan 2013 and the Information, Communications and Media Act of Bhutan 2018**. The firm must ensure that they are the sole author of the work and that it does not infringe on any existing copyright.
- The guideline will be prepared in English
- The proposal to develop the guideline must contain, among others:
  - i. A sample of similar work undertaken for the filming sector;
  - ii. Detailed work schedule
- The Consultant must have the following qualifications:
  - i. Consultancy work in the field of film with experience in film sector development works;
  - ii. Formal education in filmmaking for in-depth and proper subject knowledge on film production and film businesses;
  - iii. Understanding and knowledge of the Bhutanese film sector, particularly the visions, aims & objectives, and strategies & activities outlined in the National Film Policy of Bhutan to develop the guidelines within the context of the policy- so that the international co-productions serve the needs of the Bhutanese film sector in its growth as envisioned by the policy & the ICM Act 2018.
  - iv. Understanding and knowledge of the international film productions and film business including international film co-production; and
  - v. Past experience in developing/drafting policies, rules and regulations, and other documents related to the film sector.
- The winning firm/consultant must:
  - i. Submit a draft for review to the Procuring Agency and incorporate changes desired by the Procuring Agency.
- Review will be carried out as follows:
  - i. First review in 4 weeks from the day of signing the contract agreement.
  - ii. Second review in 6 weeks.
  - iii. Final review & submission in 8 weeks.

**4. SCHEDULE FOR COMPLETION OF TASKS:** Within two months, all reviews would be carried out as per the work schedule. No request for time extension shall be accepted.

**5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT:**  
Fund

**6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS etc.) THAT WILL BE REQUIRED OF THE CONSULTANT:** The consultant must submit a copy of the final draft guideline

7. **COMPOSITION OF THE REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK:** Review Committee shall consist of the officials from the Commission and the Ministry of information and Communications (MoIC) and if necessary, working professionals and experts in the field.
8. **PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS:** Follow the work schedule/plan submitted by the consultant/firm
9. **LIST OF KEY POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED:** CEO, Researcher, Established office setup and others as deemed necessary for the project.

Annex - 2

**FORMATS FOR TECHNICAL PROPOSAL**

Annexure 2

**TECHNICAL PROPOSAL**

TO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Madam:

**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 \_\_\_\_\_

Representative)

(Authorized

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

**\*\*\* Format of Curriculum Vitae (CV) For Proposed Key Staff**

**Proposed Position for the Project:** \_\_\_\_\_

**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 the degree of responsibility held by staff members 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 authorised official from the firm**  
**Day/Month/Year**

Please attach "Work Programme and Time Schedule for Key Personnel

**WORK PROGRAM 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Madam:

**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	
<b>Subtotals</b>	

**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)

Nº	Description	Unit	Unit Cost	Quantity	Amount
1	Per diem allowances	Day			
2	Miscellaneous travel expenses	Trip			
3	Communication costs between [Insert place] and [Insert place]				
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)*

**Request for Proposals – Selecting a Firm through CO** *[implementing agencies to use their official letter pad]*

Date \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_

1. The National Film Commission (hereinafter to refer to as the "Client") invites you to submit a combined technical and financial proposal to provide the following consulting services: **Developing A Guideline on Co-production of Films**. 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 3<sup>rd</sup> April, 2020. The technical and financial proposal shall each bear a weightage of 70:30 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)

**Sample Contract for Simple Consulting Services Small Assignments  
Time-Based Payments**

**CONTRACT**

THIS CONTRACT for the development of Guideline on Co-production of films ("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:

<b>1. Services</b>	<p>(i) The Consultant shall perform the services specified in "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").</p> <p>(ii) The Consultant shall provide the reports listed in Terms of Reference, within the time periods listed in such Annexures.</p>
<b>2. Term</b>	<p>The Consultant shall perform the Services during the period commencing <i>[insert start date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.</p>
<b>3. Payment</b>	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to ToR, the Client shall pay the Consultant an amount not to exceed a ceiling of <i>[insert ceiling amount]</i>. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.</p> <p>B. <u>Payment Schedule</u></p> <p>10% of the payment shall be made after the signing of the contract. No additional payment shall be entertained until the project has been completed. The remaining 90% payment shall be made upon the submission of the final work and upon the completion</p>

	<p>notification/ letter from the Client.</p> <p>C. <u>Payment Conditions</u></p> <p>Payment shall be made in <i>[specify currency]</i> not later than 30 days following submission of invoices in duplicate to the client.</p>
<b>4. Project Administration</b>	<p>A. <u>Coordinator</u></p> <p>The Client designates Mr./Ms. <i>[insert name]</i> as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.</p> <p>B. <u>Timesheets</u></p> <p>During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.</p> <p>C. <u>Records and Accounts</u></p> <p>The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.</p>
<b>5. Performance Standard</b>	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.
<b>6. Confidentiality</b>	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.
<b>7. Ownership of Material</b>	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.
<b>8. Consultant</b>	The Consultant agrees that, during the term of this Contract and after its

<b>Not to be Engaged in Certain Activities</b>	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.
<b>9. Insurance</b>	The Consultant will be responsible for taking out any appropriate insurance coverage.
<b>10. Assignment</b>	The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
<b>11. Law Governing Contract and Language</b>	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> .
<b>12. Dispute Resolution</b>	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: \_\_\_\_\_