REQUEST FOR EXPRESSION OF INTEREST

Procurement of Individual Consultants

Department of Disaster Management
Ministry of Home and Cultural Affairs
2022

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REQUEST FOR EXPRESSION OF INTEREST

REoI # [NA]

Review of Disaster Management Act of

Bhutan 2013

Department of Disaster Management

Ministry of Home and Cultural Affairs

[Review of Disaster Management Act of Bhutan]

INVITATION FOR EXPRESSION OF INTEREST

The ***Department of Disaster Management, Ministry of Home and Cultural Affairs*** invites expression of interest from Individual Consultants to provide the following consulting services: ***Review of Disaster Management Act of Bhutan 2013*** *for* ***16 weeks*** More details on the services are provided in the Terms of Reference.

The EoIs are to be submitted at the latest by [Date :***15/04/2022*** ***time: 3:00PM***].

The procedural requirements for responding to this invitation are provided in the complete REoI document, which includes the following:

Section 1: Instructions to Consultants
Section 2: Standard Forms
Section 3: Terms of Reference
Section4: Standard Form of Contract [***Lump sum Contract****]*

Yours sincerely,

(Thinley Norbu)
Chief Program Officer,
Department of Disaster Management

SECTION 1: INSTRUCTIONS TO CONSULTANT

1. Scope of assignment

1.1 The Employer has received a budget from PFM Project under e-GP Component 2 and intends to select an Individual Consultant for the specific assignment as specified in the Terms of Reference in Section 4.

2. Qualifications of the Consultant

2.1 Prospective Individuals shall demonstrate in their EoI that they meet the required qualifications and experiences and are fully capable of carrying out the assignment.

3. Conflict of Interest

3.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests. For this purpose, the provisions of the Procurement Rules and Regulations on Conflict of Interest shall apply.

4. Unfair Advantage

4.1 If a Consultant could derive a competitive advantage from having provided Consulting Services related to the assignment in question, the Procuring Agency shall make available to all Consultants together with this REoI all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

5. Fraud and Corruption

5.1 It is RGoB policy to require that Consultants, observe the highest standards of ethics during the procurement and execution of contracts.[1] In addition, as a condition of admission to eligibility, the Consultant shall execute and attach to their Proposals an Integrity Pact Statement in the form provided in **Form 4 of Section 3.**

6. Preparation of EoI

6.1 EoI shall be typed or written in indelible ink in English lan*guage* and shall be signed by the Consultant. Consultants are required to complete the following Forms:

(a) Form 1: Submission of Expression of Interest;

(b) Form 2: CV of the Consultant; and

(c) Form 3:Integrity Pact

7. Submission of EoI

7.1 The prospective Consultant can deliver their EoI by hand, mail, courier service to the address mentioned in the REoI.

7.2 EoI shall be properly sealed in envelopes addressed to the Procuring Agency as mentioned in the REoI advertisement and bear the name & address of the Consultant as well as the name of the assignment.

7.3 The closing date for submission of EoI is *[insert date]* up to *[insert time]* EoI must be submitted within this deadline. Any EoI received after the deadline for submission of EoI shall be declared late, and returned unopened to the Consultant.

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

7.4 EoI may be modified or substituted before the deadline for submission.

7.5 The Procuring Agency may at its sole discretion, extend the deadline for submission of EoI.

7.6 At any time prior to the deadline for submission of EoI the Procuring Agency for any reason or on its own initiative may revise the REoI Document by issuing an Addendum which shall form an integral part of the Document.

8. Evaluation of EoI

8.1 Suitability of the Consultants shall be evaluated on the basis of criteria specified in the sub clause 8.2

8.2 The points to be given under each of the evaluation Criteria are:

Evaluation Criteria:

A. Education Qualification: (20 points)
- Masters degree/PHD- 20 points
- Bachelor's Degree- 15 points

B. Specific Experience: (30 points)
- Carried out 1-2 similar assignments: 15 points
- Carried out 2-3 similar assignments: 20 points
- Carried out 3 or more similar assignments: 30 points

C. Relevant experience (20 points)
- 5-8 years of experience in relevant field:10 points
- 8-10 years of relevant field: 15points
- 10 + years of experience in relevant field: 20 Points

D. Methodology (20 points)
- A detailed work plan spelling out the clear methodology

E. Suitability of skills (10 Points)
- Proficiency in Dzongkha and English

8.3 Immediately after the closing date and time for submission the Procuring Agency shall open all EoI documents, including any substitutions accompanied by a properly authorized substitution notice.

8.4 Following the opening of the EoI, and until the Contract is signed, no Consultant shall make any unsolicited communication to the Procuring Agency. Such an attempt to influence the Procuring Agency in its decisions on the examination, evaluation, and comparison of either the EoI or Contract award may result in the rejection of the EoI.

8.5 After the evaluation, the highest-ranked Consultant shall be asked to submit a financial proposal, which shall be subject to negotiation. The financial proposal shall be submitted as per the Form 3 provided in Section 3.

9. Negotiations

9.1 The first-ranked Consultant shall then be invited for negotiations. If negotiations fail, the Procuring Agency shall inform the Consultant in writing of the reasons for termination of the negotiations and then shall invite the Consultant who's EoI was ranked second to negotiate a Contract. Once negotiations commence with the second ranked Consultant the Procuring Agency shall not reopen the earlier negotiations.

9.2 During negotiations, the Procuring Agency and the Consultant shall finalize the "Terms of Reference", work schedule, logistics and reporting schedule etc. These documents shall then be incorporated into the Contract as Description of Services"

9.3 The Financial negotiations will involve the remuneration and other reimbursable cost to be paid to the Consultant.

9.4 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Procuring Agency and the Consultant will finalize the agreed Contract.

10. Award of Contract

10.1 The Procuring Agency shall award the Contract to the selected Consultant, and:

(a) as soon as possible notify unsuccessful Consultants, and

(b) publish a notification of award on the Employer's website.

10.2 The notifications to all unsuccessful Consultants, and the notification on the Employer's website, shall include the following information:

(a) the assignment reference number;

(b) the name of the winning Consultant and total price it offered; and

(c) the date of the award decision.

10.3 Following the decision to award the Contract to the selected Consultant, the parties shall enter into a written Contract binding on both parties. The Contract shall be compatible with the Applicable Laws of Bhutan. The Contract shall be signed by the duly authorized representatives of the parties and shall bear the date of signature.

10.4 Where both the parties do not sign the Contract simultaneously,

(a) The Procuring Agency shall send to the selected Consultant two original copies of (1) the full agreed Contract and (2) the letter of acceptance (notification of award), each signed by its duly authorized representative together with the date of signature;

(b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall not be more than 15 days from the date of its receipt by the Consultant;

(c) The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the letter of acceptance and return one copy of each to the Procuring Agency before the expiry of the deadline indicated in the letter of acceptance;

(d) In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Procuring Agency may negotiate with the second-ranked Consultant.

10.5 The Consultant is expected to commence the assignment **right after the Contract Signing**

SECTION 2: STANDARD FORMS

The consultant shall fill up the following forms and submit as a part of EoI

FORM-1 Expression of Interest Submission Form
FORM-2 Consultant's Curriculum Vitae
FORM-3 Working Methodology
FORM-4 Remuneration and Reimbursable

Form 1A: Expression of Interest Submission Form

Date:

To:

[Address of Procuring Agency]

Dear Sir/Madam:

I, hereby submit my EoI to provide the consulting Services for [*Insert title of assignment*] in strict accordance with your Request for EoI dated *[dd/mm/yy*].

I declare that I was not associated, nor have been associated in the past, directly or indirectly, with a Consultant or any other entity that has prepared the design, specifications and others doc- uments in accordance with Clause 3.

I have not been declared ineligible by the Royal Government of Bhutan on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with Clause 5.

If selected, I undertake to commence the consulting Services for the assignment not later than the date indicated in Clause 10.5.

I understand that the Procuring Agency reserves the right to accept or reject any EoI at any time prior to contract award.

Yours Sincerely,

Signature

Name:

Address:

Tel:

Attachment: *[List attachments]*

Form 1B- Consultant's Information Sheet

A. Consulting Services Data

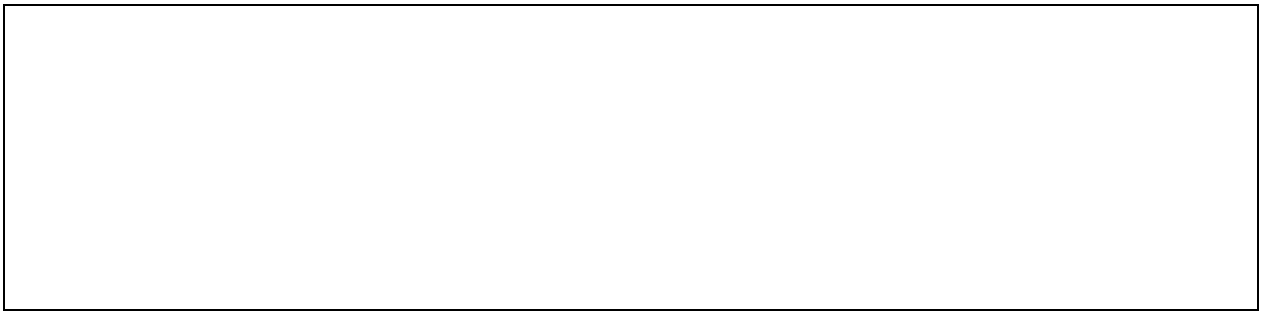
Name of the consulting services	
Assignment (Brief Description)	

B. Consultant Data

* Name	
* Country of Nationality	
* Address of consultant :	
* E-mail and contact No. of consultant:	

C. Assignment Specific Qualifications and Experience

* Assignment Specific Experience (Provide information demonstrating your ability, skills and experience to undertake advertised assignment and deliver inputs/ outputs required under the TOR-add additional sheet if required
* Please provide summary of your qualifications and attach your Curriculum Vitae (CV)***



D. Eligibility Declaration

I, the undersigned, certify to the best of my knowledge and belief

» The CV I attached correctly describes my qualifications and my experience

» I am not part of the team who wrote the terms of reference for this consulting services assignment.

» I have not been convicted of an offense or crime related to theft, corruption or fraud.

» I understand that it is my obligation to notify Procuring Agency should I become ineligible to work with.

» I understand that it is my obligation to notify Procuring Agency, or should I be convicted of an offense related to theft, corruption or fraud.

» Completed by (Name)	
Date (dd/mm/yyyy)	

Form 2- Curriculum Vitae (CV) of the Consultant

1. Name [*Insert full name*]: _____

2. Date of Birth:_____Nationality: _____

3. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

_____

4. Membership of Professional Associations: _____

_____

5. Other Training [*Indicate professional training relevant to the project* \]: _____

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

_____

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

_____

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

From [*Year*]:_____To [*Year*]: _____

Employer:_____

Positions held:

9. Work Undertaken that best illustrates Capability to handle the tasks assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrates staff capability to handle the tasks listed under point 11]

Name of the assignment or project:

Year:

Location:

Procuring Agency:

Main features of the project:

Position held:

Activities performed:

Note: Attach the work experience Certificate_____

10. Declaration :

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

_____ Date: _____

[Name & Signature of the consultant] *Day/Month/Year*

FORM-3 Working Methodology

The Consultant shall submit a clear script and narration of how assignment will be undertaken.

Form 4- Remuneration and Reimbursable

The consultant shall submit the following financial forms as a part of EoI. After negotiations, Remuneration & Reimbursable will be part of the total cost as per agreed deliverables in the contract.

(1) Remuneration

Item/Activity	**Rate**	**Total**
Expected deliverables in TOR		
		Sub-Total (1)

(2) Reimbursable

The Client will facilitate the reimbursement of expenses incurred on travel outside Thimphu for the Consultant as per RGoB rules and regulations.

Consultants' Representations Regarding Costs and Charges

I, hereby confirm that the basic salary indicated in the contract are taken from my payroll records and reflect the current salary rate **exempt taxes** and which have not been raised other than within the normal annual salary increase anticipated due to inflation, etc. If required I can provide the relevant copies of the latest contract papers upon which the rates are based.

(*Name, Signature and date*)

SECTION 3: TERMS OF REFERENCE

Background

The Royal Government of Bhutan received a grant of US$ 3.51 million from the World Bank for the project on Strengthening Risk Information for Disaster Resilience in Bhutan. The objective of the project is to enhance Bhutan's capacity for risk-informed decision making and development planning in targeted sectors.

The project has three components as below:

1. Component A. Development and Piloting of a Multi-hazard Risk Decision Support System
2. Component B. Strengthening Hydromet and Agromet Services Delivery
3. Component C. Professionalisation of Construction Industry for Green and Resilient Infrastructure Development

This Terms of Reference is a part of the implementation of Component A.

Introduction

The DM Act of Bhutan 2013 was enacted in 2013 to adopt a holistic and systematic approach to manage disasters through the establishment and strengthening of institutions, mainstreaming of disaster risk reduction, and integrated and coordinated disaster management focusing on community participation.

The Department of Disaster Management and the sectoral duty bearers have put in place required institutions, policies, plans, SOPs, guidelines and mechanisms to strengthen Disaster Risk Management (DRM) in the country. Bhutan, under purview and scope of this Act, has come thus far with strong mitigation and preparedness measures and resilient and robust responding mechanisms for disasters.

However, in this volatile world where new risks are constantly emerging with changing patterns and dynamics of hazards and socio-economic development progress, the DM Act needs to be reviewed and amended to adapt to these changing needs to be more relevant and realistic. The need to review this Act has further surfaced while responding to the COVID-19 pandemic.

Thus, considering the emerging new issues, the act requires a review and amendment based on the findings to make it more relevant, practical, and concurrent with other existing by-laws and policies. The review exercise will consider the experiences, and lessons learned in the regions and worldwide in the area of DRM.

The revision of the DM Act 2013 will be informed by lessons learned from international best practices of DRM policy frameworks and experiences from the COVID-19 pandemic. Further, the exercise will attempt to take into consideration the experiences of similar legislations in other countries with particular emphasis on climate change and pandemics.

A review report that will include recommendations for the revision of the DM Act 2013 will be made available through this study that will be taken up in parallel to this assignment by an international firm, hereafter referred as Firm. This report is expected to inform the revision of the DM Act 2013 for this assignment.

Objective

The objective of this assignment is to conduct a review of the DM Act of Bhutan 2013 and produce its final draft amendments both in Dzongkha and English. The assignment is to view from the lens of the legal and policy transformations in the context of existential and new emerging risks (climate change

and public health crisis) based on national and international best practices and lessons learned.

Scope of work

The consultant is expected to carry out the following tasks:

Task 1- Stakeholder consultations

1. Facilitate stakeholder consultations based on the stakeholder consultation plan prepared by the Firm
2. Consolidate the findings and recommendations of the stakeholder Consultation workshop based on Desk and Literature Reviews to understand practical challenges, gaps, lessons learned, and proposals to address these through policy and institutional interventions.
3. Conduct site visits to districts (at least 2 districts) identified by DDM to validate the relevance of recommendations at the local government level.
4. Conduct bilateral meetings with key stakeholders to find out the issues and challenges from their perspectives.
5. Conduct a final round of consultation workshop among relevant stakeholders to deliberate on overall findings and recommendations to be incorporated in draft Act amendment.
6. Conduct a minimum of two rounds of stakeholder consultation workshops.

Task 2 – Draft the amendments for the DM Act 2013

Based on the review report formulated by the Firm and findings from the stakeholder consultations at the national and local levels:

1. Propose and draft the amendment provisions based on the review report of DRM- related policy frameworks, in both English and Dzongkha.
2. Conduct a desk review of the DM Act 2013 to get a clear picture of the Act.
3. Prepare presentations as required for stakeholder consultations and presentation to higher authorities as deemed necessary by DDM.
4. Facilitate presentation of the proposed amendments to stakeholders as deemed necessary by the DDM

Deliverables and Timeline

All deliverables should be submitted in editable electronic format along with the hard copies as specified below.

S. N	**Deliverables**	**Timeline** *(after signing of the Contract)*	**No of Reports to be submitted in both hard and soft copies**	**Payment upon acceptance of deliverables by DDM**
1	Inception report, including a presentation to the Department.	2 weeks	2	10%
2	Detailed consultation report including that of field visits	10 weeks	2	30%
3	Draft of the amendment provisions based on the review report shared by the Firm and stakeholder consultations	12 weeks	2	30%
4	Final draft of DM Act (amended) both in Dzongkha and English	16 weeks	2	30%

Note: The timeline provided above may be subject to change based on the deliverables' timeline of the International Consultant.

Implementation Arrangement

Consultant Obligation:

The Consultant shall have, but not necessarily be limited to, the following obligations for providing the consultancy services to the Client:

1. The Consultant shall work in close consultation with the Client and other individuals or firms identified by the client, by regularly informing and updating the Client on the progress of the service as desired by the Client or as the Consultant may deem necessary;

2. Consult any other stakeholders who may find it necessary and seek input from diverse people;

3. The Consultant shall respond appropriately to any questions or concerns posed by the Client in the process of carrying out the consultancy work if the Client deems it necessary;

4. All materials developed under this consultancy shall remain the property of the Client, who shall have the right to use as and when needed;

5. The Consultant shall be responsible for his/her own logistics arrangements for travel outside Thimphu. However, it will be reimbursed as per RGoB rules and regulations.

6. The Consultant shall provide free services of addressing and incorporating any issues for one year, after the expiry of this consultancy service.

b. Client Obligation:

1. The DDM will provide an official focal person for this assignment as the main contact point for the consulting firm.
2. The DDM will provide official letters for conducting consultations. It will be the responsibility of the consultant to fix appointments and confirm consultations for both bilateral and larger group workshops. However, if high-level officials need to be invited to consultations, DDM will facilitate the invitation and confirmation.
3. The consultant may need to reach out to other stakeholders in the country for documents relevant to DRM, climate and health pandemics if not available online.
4. The DDM will facilitate getting access to relevant documents and information to the consultant.
5. The DDM will facilitate the reimbursement of expenses incurred on travel outside Thimphu for the Consultant as per RGoB rules and regulations.
6. The DDM shall assist the consultant wherever necessary to conduct consultation workshops and bear-related logistic costs.
7. The Client shall provide working space if the consultant requires.

Requisite qualification and experience of the consultant

1. Minimum of a graduate degree in a relevant discipline such as in law/ public policies/political/ environmental science or equivalent;
2. Minimum of 5 years of relevant professional experience in the field of legislation/policy formulation or reviews
3. Demonstrable relevant experience in policy advisory in the DRM, climate change adaptation, and public policies, cross-sectoral coordination or relevant fields will be preferred.
4. With prior experience of having undertaken formulation/review of at DRM-related policies and documents will be preferred

5. Excellent communication skills both in Dzongkha and English.

Selection Procedure and Form of Contract

The individual consultant will be selected based on the World Bank's new procurement framework. The form of the contract will be a lump sum.

Duration of the assignment

The duration of the assignment will be for 16 weeks and all schedules shall be based on calendar days. *To keep the assignment on schedule, both the parties will resort to virtual meetings and workshops to carry out the activities in the event of a pandemic and associated lockdowns posing restrictions to F2F consultations and travel. Where needed and feasible, in-person consultations will have to be conducted.*

Acronym:

DDM: Department of Disaster Management
DM Act: Disaster Management Act
DRM: Disaster Risk Management
DRR: Disaster Risk Reduction
SOP: Standard Operating Procedure
SWOT: Strength, Weakness, Opportunity, and Threat

SECTION 4: STANDARD FORMS OF CONTRACT

ANNEX I: LUMP-SUM CONTRACT

SAMPLE CONTRACT FOR INDIVIDUAL CONSULTANTS

LUMP-SUM CONTRACT

CONTRACT

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

WHEREAS the Procuring Agency wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS the Consultant is willing to perform these services, NOW

THEREFORE THE PARTIES hereby agree as follows:

1. Services

A. The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

B. The Consultant shall submit to the Procuring Agency the reports in the form and within the time periods specified in the Terms of Reference.

2. Term

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. <u>Ceiling</u>

For Services rendered pursuant to Annex A, the Procuring Agency shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. <u>Schedule of Payments</u>

The schedule of payments is specified below:[4]

[insert amount and currency] upon the Procuring Agency's receipt of a copy of this Contract signed by the Consultant;

[insert amount and currency] upon the Procuring Agency's receipt of the draft report, acceptable to the Procuring Agency; and

[insert amount and currency] upon the Procuring Agency's receipt of the final report, acceptable to the Procuring Agency.

[insert amount and currency] Total

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

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator.

The Procuring Agency designates Mr./Ms. *[insert name]* as the Procuring Agency's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Procuring Agency and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in the Terms of Reference shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Procuring Agency considers unsatisfactory.

6. Confidentiality The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Procuring Agency's business or operations without the prior written consent of the Procuring Agency.

7. Ownership of Material Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Agency under the Contract shall belong to and remain the property of the Procuring Agency. The Consultant may retain a copy of such documents and software.[5]

8. Consultant Not to be Engaged in Certain Activities The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment The Consultant shall not assign this Contract or sub-contract any portion of it without the Procuring Agency's prior written consent.

11. Law Governing Contract and Language The Contract shall be governed by the laws of Bhutan, and the language of the Contract shall be English.

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

12. Dispute Resolution[6]

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Bhutan.

13. Termination

13.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 13.1. In such an occurrence the Procuring Agency shall give not less than thirty (30) days written notice of termination to the Consultant, or sixty (60) days in the case of the event referred to in paragraph (e) of this Clause GC 13.1.

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within thirty (30) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(a) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(e) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 12 hereof.

13.2. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the Procuring Agency, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 13.2:

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 12 hereof.

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4 In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

13.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 13.1 or GC 13.2, the Procuring Agency shall make the following payments to the Consultant:

(a) payment pursuant to Clause GC 3 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) through (c) and (f) of Clause GC 13.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel.

FOR THE PROCURING AGENCY

Signed by_____

Designation:_____

Witness:
Name:
Designation:

FOR THE CONSULTANT

Signed by _____

Designation: _____

Witness:
Name:
Designation: