

## **GUIDELINES FOR CONSORTIUM OF EXPERTS**

The establishment of a consortium of experts was approved by the Board of Directors during its 35th board meeting. The management team shall have the signatory discretion in selection of consortium experts, recruitment, separation, fixation of remuneration, and the amendment of guidelines for consortium of experts.

RSPN on its effective and professional delivery of its program outputs, at times, there are challenges within the organization without having a required specific professionals and sometimes the work needs to be delivered within the stipulated time frame at the provisioned rate of the donor's approved budget. The employee at RSPN in a considerable time partakes with own planned activities, in some condition RSPN staff may not able to engage fully to some research/consultant task and even does not permit to pay in-house expertise engagement beyond its provided salary, whereby the cost of expertise remains un-utilize at the closure of the project. Therefore, this consortium of experts shall address the objective of RSPN's professional delivery of certain tasks at required time frame, immediate recruitment of short-term expertise and RSPN shall be benefited through the deductions of overhead fee.

The RSPN management team shall then steadfastly refer to the following guidelines in employment of consortium experts.

### **1) The consortium**

RSPN consortium of experts shall comprise of experts outside RSPN selected on the basis of set criteria and procedures.

### **2) Eligibility criteria**

Any individual with the required qualification and experience is eligible to apply for enrolment on the RSPN Consortium of Experts, refer (annexure-18)

An applicant shall:

- 2.1** be a citizen of the Kingdom of Bhutan. Under special circumstances, the management team may recommend foreign experts to the Board for enrollment.
- 2.2** have a minimum qualification of Master Degree.
- 2.3** be at least first author to two publications (in an international peer reviewed journal/ dissertation) or at least co-author to three other publications (books or peer reviewed journals).

### **3) Application**

- 3.1 Applications may be accepted on a continuous basis upon fulfillment of the criteria.
- 3.2 All applications for enrolment on the RSPN consortium of experts shall be addressed to the Executive Director of RSPN in the format provided by RSPN (Form 1).
- 3.3 An application shall be accompanied by the following relevant documents in fulfillment of the requirements of article 2 above. They include curriculum vitae (CV), citizenship identity card (CID), security clearance, academic transcripts and certificates, proof of publications, two references, and a copy of consultancy license in applicant's name (if any).

### **4) Selection and enrolment process**

- 4.1 The RSPN management team shall be the entity to assess, select, and propose to the Chairperson of the Board for enrolment to the RSPN consortium of experts.
- 4.2 The Operations Department of RSPN shall be the repository for all applications.
- 4.3 In facilitating the selection process for enrolment, the Program and Development Department shall organize the selection meetings. Towards this, the PDD shall compile a summary of the applications maintained with Adm/HR Division.
- 4.4 The management team shall hold selection meetings in a manner that enables timely submission to the Chairperson of the board for approval.
- 4.5 Selection of applications shall be based on the criteria set forth in 5 below.
- 4.6 The RSPN Management team may determine the limits for enrolment for each particular field of expertise.

### **5) Selection Criteria for enrolment.**

The management team shall adopt the following criteria in assessing the application:

- 5.1 Verify that the applicant meets the minimum requirements as per article 2 and 3 above.
- 5.2 Verify the authenticity of transcripts and certificates
- 5.3 Assess the suitability of the academic background and experience to expertise applied for.
- 5.4 Ensure the authorship to the publications (as mentioned in the CV) is true.

- 5.5 The management team, at its discretion may determine and define the acceptability of the institution from which the certificates were awarded.
- 5.6 The management team may, from time to time, set limits to the number of individuals to be enrolled under each expertise to avoid crowding.
- 5.7 The decisions of the management team shall be recorded. The program division shall facilitate translation of the decision by appropriately filling in and securing signatures on the 'For official use' section of Form 1.
- 5.8 Upon selection, the management team shall determine the appropriate remuneration considering the availability of funds.
- 5.9 In the event, the experts do not agree to execute the work within the available fund, RSPN shall float the work to the consultants.

## **6) Enrolment and update**

- 6.1 Based on the outcome of the selection process, the management team shall prepare a list of selected applicants to be recommended for approval of the Chairperson of the board.
- 6.2 The approval of the board shall be completed with the signature of the Chairman on Form 1.
- 6.3 The management team shall enroll the members of the consortium by:
- a) informing the concerned applicant on the selection.
  - b) securing the applicant's acceptance for enrolment under a set of terms of engagement (**Form 2**) including:
    - I) The membership does not authorize the member to represent or imply on behalf of RSPN at all times other than what is permissible during times of engagement with RSPN
    - II) acceptability for deductions from remuneration pertaining to TDS and RSPN overhead, etc.
    - III) engagement with RSPN shall be in personal/ private capacity and RSPN shall not be responsible for the member's legal obligations/ requirements with other organizations or individuals.
- 6.4 The Administration and Human Resources Division shall maintain and update the list of consortium experts.

**6.5** The Management team shall update the membership to the consortium of experts in the format contained in **Form 3** by:

- a) removal of a members upon written intent of the member to discontinue
- a) Updating any information pertaining to existing members including address, CV, etc.
- b) A Registration fee of Nu.1500/- shall be charged for all experts enrolled with RSPN.
- c) The concerned Department shall update and inform member's membership renewal.

## **7 Engagement of Consortium Experts**

7.1 RSPN shall engage the consortium expert on need basis and the Management Team shall select the expert among the registered members based on their professional and experience that is very relevant to the field of work that RSPN requires to be assigned.

7.2 Upon selection from the management team, ADM/HRD shall inform immediately to the selected expert for his/her availability and acceptance.

7.3 If the expert is not available or acceptable to RSPN's conditions (type of work assignment, contract period, enumeration and etc..) then re-select to a similar profession and if there is no expert enrolled to take the particular work then shall outsource to the open market following the RSPN procurement procedures.

7.4 If the expert accepted to carry the consultancy/research shall execute the work through a contract agreement with defined Terms and Reference (ToR).

7.5 The consultancy/ research shall select or assign the work to a consortium of experts on individual or in a team based on the type of work.

7.6 In the contract agreement and terms of reference, the following points shall be mentioned mandatory:

- a) RSPN shall unexceptionally deduct the overhead of 10% of the total awarded amount.
- b) RSPN shall deduct the taxes based on two categories:

1. The consortium expert who is holding consultancy license shall be deducted 2% TDS on the deducted amount of overhead fee (for example, the total allocated contract amount is Nu. 50,000 and 10% overhead fees is deducted (Nu. 5000). The 2% TDS (Nu.900) shall deduct on Nu. 45,000), the expert should hold a license in his/her name only.

2. The other type is the consortium expert without holding consultancy license; in this case, the expert shall recruit on a monthly salary basis (the expert fee depending on the available amount and the expert's rate). Here the tax deduction shall be levied as PIT after deduction of overhead fees and the PIT shall deduct during the monthly remuneration.

- c) The engagement period of the expert.
- d) The outputs/deliverables of the product.
- e) The applicable rates/ remuneration
- f) The levy of penalty if failed to deliver the work assigned.

#### **8. Calculation of Consortium of expert's remuneration:**

##### **For license holder:**

For example:

The Total allocated contract amount is Nu. 50,000.

##### **Less:**

- 1) Overhead fees (10%)= 5000
- 2) TDS (2%) of Nu. 45,000 = 900

##### **Net payment:**

$50000 - 5000 = 45000$

$45000 - 900 = 44,100$

**Net Nu. 44,100**

##### **For non-license holder:**

The monthly expert fee is Nu. 50,000.

##### **Less:**

- 1) Overhead fees (10%)= 5000
- 2) PIT of Nu. 45,000 = 5,208

##### **Net payment:**

$50000 - 5000 = 45000$

$45000 - 5,208 = 39,792$

**Net Nu. 39,792**

#### **9. Renewal and Separation from consortium expert membership**

- a) The Term for consortium expert shall be renewed every three years with prior notification and subject to their acceptance.
- b) The renewal fee shall be levied Nu. 1500 if RSPN has awarded the work within his/her membership tenure or otherwise, the renewal fee shall not apply.
- d) RSPN reserves the right to reject the renewal or separation from the consortium expert membership.

- e) RSPN shall terminate his/her membership with prior information if the expert is a member of a political party, involvement in criminal activity, and the delivery of assigned work is not up to the satisfactory to RSPN and its donor.

10. The members of consortium experts are encouraged to bring in the project as collaboration with RSPN. The remuneration for self bringing project shall apply same payment modality as mentioned above.

### **11. The remittances and other benefits**

The following remittances and other benefits shall not be applicable to the recruited consortium expert:

- a) Group Insurance scheme (GIS)
- b) Provident fund both employee and employer contribution
- c) Earned Leave
- d) Leave travel concession (LTC)
- e) Gratuity fund
- f) Any allowances (contract & house rent allowance)

### **12. Travel and Transportation**

- a) The consortium experts shall not apply RSPN's Daily Subsistence Allowance (DSA) rules
- b) The transportation arrangement if requested by experts shall be arranged based on the payment system at RSPN's prevailing rate or it depends on the availability of the vehicle.

### **13. General conditions**

- a) The consortium experts shall not engage in RSPN's day to day management other than the task assigned as per the contract agreement.
- b) The facility availing from RSPN shall be on payment basis such as: bulk printing and photocopying, calling more than 10 minutes, and office space using more than 15 days.
- c) RSPN shall not interfere in any administrative and procurement done by the experts.
- d) The expert shall respect whatever conditions prescribed in the contract agreement and beyond that is not questionable.