



Meghalaya Basin Management Agency

Request for Proposals

for

Selection of Agency/Organization/Society

as

“GI TECHNICAL FACILITATOR”

for

GI Registration of important Products of Meghalaya
under Intellectual Property Rights (IPR)

Ref. No: MBMA/FOCUS/21/2022/NCS01/282

Issue date: July 30, 2022

Table of Contents

Part 1 Proposal and Selection Procedures	3
Section I. Letter of Invitation Requesting Proposals	4
Section II. Instructions to Agency/Organization/Society.....	6
defined.	Error! Bookmark not defined.
Section III. Proposal Data Sheet (PDS).....	7
Section IV. Qualification and Evaluation Criteria.....	11
Section V. A. Technical Proposal Forms	13
Section V. B. Financial Proposal Forms	24
Section VI. Terms of Reference.....	28
Part 2: Conditions of Contract.....	33
Section VII. Contract agreement & Conditions of Contract	36



Part 1 Proposal and Selection Procedure

Section I. Letter of Invitation Requesting Proposals

Shillong, India
July 30, 2022

Re: Selection of Agency/Organization/Society as “GI TECHNICAL FACILITATOR” for GI Registration of important Products of Meghalaya under IPR

- Ref. No: MBMA/FOCUS/21/2022/NCS01/282

Dear Madam/Sir,

The Government of Meghalaya launched the PRIME Rural program in March, 2021 with an aim to increase production, improve productivity, facilitate credit linkages and strengthen access to markets for the producers engaged in activities such as farming, livestock rearing and related activities. The program was later renamed as Farmers’ Collectivization for Upscaling of Production and Marketing Systems (FOCUS) in July, 2021.

The FOCUS program has identified collectivization as the fundamental intervention for improving the livelihood of the farmers and producers of the State. Further the collectivization process has to be bottom-up and demand-driven. Accordingly, the program has a systematic framework for demand-generation and systematic collectivization.

To benefit farmers and artisans of the state the Government of Meghalaya through its not-for-profit company, Meghalaya Basin Management Agency (MBMA), proposes to enter into a public private partnership with such eligible Agency/Organization/Society to work as “GI Technical Facilitator” for GI registration of important Products of Meghalaya under IPR.

Agency/Organization/Society will be selected using *Quality & Cost Based Selection method* evaluation procedure.

1. The RFP includes the following sections:

Part 1 – Proposal and Selection Procedures

Section I Letter of Invitation Requesting Proposals (LOI)

Section II Instructions to Agency/Organization/Society

Section III Proposal Data Sheet (PDS)

Section IV Qualification and Evaluation Criteria

Section V A Technical Proposal Forms

Section V B Financial Proposal Forms

Section VI Terms of Reference

Part 2 – Conditions of Contract and Contract Forms

Section VII Contract Agreement and Conditions of Contract

2. A pre-Proposal conference will be held as describe in the Proposal Data Sheet at Section III of this RFP.
3. Agency/Organization/Society should be aware that distance and customs formalities may require longer than expected delivery time. Late Proposals will not be accepted under any circumstances and will be return unopened to the Agency/Organization/Society.
4. Upon receipt of this letter, please inform us in writing or by electronic mail, at the address shown below:

Yours Sincerely,

Sd/-

Executive Director,
Meghalaya Basin Management Agency,
O/o Meghalaya Basin Development Authority,
C/o Meghalaya State Housing Financing & Cooperative Society,
Upper Nongrim Hills
Shillong, India – 793003
Telephone: 0364 2522921/2522992
E-mail:mbdaprocurement@gmail.com
Website: www.mbda.gov.in

Section II Instructions to Agency/Organization/Society

A. General

This request for proposals (RFP), the following words and expressions shall have the meanings stated.

- a) “Addendum” or “Addenda” means a modification to this RFP issued by the client.
- b) “Client” means the procuring entity identified in the Proposal Data Sheet (**PDS**).
- c) “Confirmation” means confirmation in writing.
- d) “Agency/Organization/Society” means any legal entity that may provide or provides the services to the client under the contract.
- e) “Contract” means the contract entered into between the client and the Agency/Organization/Society, including all attachments, annexes, and all documents incorporated by reference therein, a form of which is included in part 2 of this RFP.
- f) “Days” refers to calendar days.
- g) “Government” means the government identified in the Proposal Data Sheet (**PDS**).
- h) “Instructions to Agency/Organization/Society” means Section II of this RFP, including any amendments, which provides consultants with all information needed to prepare their proposals.
- i) “PDS” means the Proposal Data Sheet, in Section III of this RFP, used to reflect specific requirements and/or assignment conditions.
- j) “Personnel” means key professional personnel and additional staff provided by the Agency/Organization/Society, that are assigned to perform the services or any part thereof.
- k) “Project” means the project named in the **PDS** that is being funded and/or administered by the Fund, and being implemented by the client identified in the **PDS**.
- l) “Proposal” means the technical proposal and the financial proposal for the provision of the services submitted by a consultant in response to this RFP.
- m) “QCBS” means quality and cost-based selection method
- n) “RFP” means this request for proposals, including any amendments that may be made, prepared by the client for the selection of the consultant.
- o) “Services” means the tasks to be performed by the Agency/Organization/Society “TEC” means the technical evaluation committee, selected for the purpose of evaluating the proposals received, that submits a report with recommendation for award of the contract for which this RFP is being issued.
- p) “Terms of Reference” or “TOR” means the document included in this RFP as Section VI, which explains the objectives; scope of work; activities; tasks to be performed, respective responsibilities of the client and the Agency/Organization/Society; and expected results and deliverables of the assignment.

Section III Proposal Data Sheet (PDS)

General	
1.	<p>a) “Client” <i>Meghalaya Basin Management Agency</i>, is the entity designated by the government to sign and manage the resulting contract.</p> <p>b) “government” means the Government of <i>India</i></p> <p>c) “project” means <i>Farmer’s Collectivization For Upscaling Of Production And Marketing System (FOCUS)</i></p>
2	The method of selection is the <i>Quality & Cost Based Selection</i> method.
3	<p>The name of the assignment is: Selection of Agency/Organization/Society as “GI TECHNICAL FACILITATOR” for GI Registration of important Products of Meghalaya under IPR</p>
4	<p>Reference number of the assignment is <i>MBMA/FOCUS/21/2021/NCS-01/282</i></p> <p>A pre-proposal conference will not be held. or A virtual pre-proposal conference will be held at <i>11:00 AM. on August 5, 2022 at</i></p> <p><i>Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Meghalaya, Shillong - 793003 Telephone: 0364-2522921/2522992</i></p> <p>Attendance is strongly advised for all prospective consultants or their representatives but is not mandatory.</p>
5	<p>The client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposal:</p> <ol style="list-style-type: none"> a. Names of the products for GI certification. b. Contact details of officials posted at SPMU office who are facilitating the activities. c. Other details and information as requested for preparation of proposal

Contents of the RFP

6	<p>Clarifications may be requested by e-mail not later than <i>August 5, 2022</i> so that responses can be issued to all Agency/Organization/Society not later than <i>August 8, 2022</i>.</p> <p>The address for requesting clarifications is: <i>Procurement Section</i> Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 0364 2522921/2522992 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in</p>
Preparation of Proposals	
7	The proposal shall be written in English
8	Information on the consultant's financial capacity <i>is</i> required (form TECH-2 of Section V A).
9	Training <i>is not</i> a specific component of this assignment.
10	The currency(ies) of the proposal shall be as follows: <i>Indian Rupees (INR)</i> The currency(ies) of the payment shall be as follows: <i>Indian Rupees (INR)</i>
11	Proposals must remain valid for <i>120</i> days after the deadline for the submission of proposals specified in PDS No.16
Submission and Opening of Proposals	
12	Written power of attorney <i>is</i> required.
13	If submitting a hard copy: 1. Technical Proposals: a consultant must submit one (1) original and a copy in USB drive. 2. Financial proposals: one (1) original financial proposal (hard copy only), in the language(s) specified in PDS No 7. Agency/Organization/Society do not have the option of submitting their proposals electronically.
14	If submitting in hard copy, the address for the submission of proposals is: <i>Executive Director (ED).</i> <i>Meghalaya Basin Management Agency,</i>

	<p><i>O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Meghalaya, Shillong - 793003 Telephone: 0364-2522921/2522992 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in</i></p>
15	Ensure the outer label (or carton) of the proposal includes this statement: “Do not open before 5:00 PM, August 16,2022. In addition it must be addressed to the client’s name and address
16	Proposals must be submitted no later than 5:00 PM, India on August 16, 2022
17	<p>The proposal opening shall take place at <i>Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Meghalaya, Shillong - 793003 Telephone: 0364-2522921/2522992 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in</i></p> <p>At August 16, 2022 , 5:30 PM.</p>
Evaluation of Proposals	
18	The minimum technical score (St) required to pass is 70 Points out of 100 possible points.
19	The date, hour and place for opening the Financial Envelopes of the proposals that passed the minimum technical score requirement shall be communicated in due time by the client.
20	<p>Taxes payable by the consultant in the borrower/recipient’s country shall be presented separately in its financial proposal and the client shall evaluate the consultant’s proposal price, non-inclusive of the taxes. The single currency used for evaluation purposes is: Indian Rupees (INR)</p>
21	<p>The weight given to the technical proposal, T = 70% The weight given to the financial proposal, F = 30%</p>
Award of Contract	

22	<p>The expected date for contract negotiations is expected to be within <i>September, 2022</i> will be held at <i>Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Meghalaya, Shillong - 793003</i> <i>Telephone: 0364-2522921/2522992</i> <i>E-mail: mbdaprocurement@gmail.com</i> <i>Website: www.mbda.gov.in</i></p>
23	<p>The expected date for commencement of the services <i>September, 2022</i></p>

Section IV. Qualification and Evaluation Criteria

1. Evaluation Criteria

A proposal will be rejected if it does not earn a total minimum score identified in PDS No 18. A proposal may be rejected, at the discretion of the client, if the firm does not satisfy the mandatory criteria as per table below.

The client shall use the following criteria and sub-criteria in scoring the technical proposal of each consultant

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.

1	Criteria, sub-criteria	Points
2	The Organization/Society/Agency should be a registered body in the act of Govt. of India/State Govt.	5
3	Nature of work of the Organization/Society/Agency should be in the field of Rural Development	5
4	Experiences in the field of GI registration process in North-Eastern region.	5
5	Organization should be well known at National level in the field of Geographical Indication with the National Award or equivalent recognition.	10
6	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)	
	<i>a. Approach and Methodology</i>	20
	<i>b. Work Plan</i>	15
	<i>c. Overall Team organization and staffing</i>	10
	Total points for this criterion	70
7	Key Experts' qualifications and competence for the Assignment:	
	<i>a) Position: Team leader Qualifications & Experience: More than 10 years of Experience in the field as an expert in GI registration.</i>	10
	<i>b) Overall Team organization and staffing</i>	20

	<p><i>More than 10 Years of experience in other sectors of social development and Expertise in field of</i></p> <ul style="list-style-type: none"> - Agriculture - Horticulture - Handicrafts - Natural Products - Food Products 	
	Total points for this criterion	30
	Total points for all criteria	100
	The minimum technical score (St) required to pass is	70
	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the technical and financial proposals are: $T = .70$ and $F = .30$.</p>	

Section V. A. Technical Proposal Forms

Disclosure in these technical forms of any proposed prices will constitute grounds for declaring the proposal non-responsive.

Form TECH-1.	Technical Proposal Submission Form	14
Form Tech-2	Financial Capacity of the Agency/Organization/Society	16
Form TECH-3.	Organization of the Agency/Organization/Society	17
Form TECH-4.	Experience of the Agency/Organization/Society	18
Form TECH-5.	Description of Approach, Methodology and Work Plan for Performing the Assignment	19
Form TECH-6.	Team Composition and Task Assignments	20
Form TECH-7.	Work Schedule.....	21
Form TECH-8.	Curriculum Vitae (CV) for Proposed Key Professional Personnel	22

Form TECH-1. Technical Proposal Submission Form

[Location, date]

To: *[The client]*

Address:

Sir/Madam:

Re: *[insert title of assignment]* RFP Ref: *[insert reference as shown on cover page]*

1. We, the undersigned, offer to provide the services for the above-mentioned assignment in accordance with your Request for Proposal (RFP) dated *[insert date]*, any addenda issued thereto and our proposal.
2. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal, each sealed in separate and clearly marked envelope/parcel.
3. We are attaching herewith information to support our eligibility in accordance with Section IV of the RFP.
4. If negotiations are held during the initial period of validity of the proposal, we undertake to negotiate on the basis of the nominated key professional personnel.
5. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations, and we undertake, if our proposal is accepted, to initiate the services related to the assignment not later than the date indicated in this RFP.
6. We acknowledge and understand our obligation to report to any allegation of prohibited practice that comes to our attention during the selection process or the contract execution. As part of this, we certify that:
 - (a) The price of our proposal has been arrived at independently, without any consultation, communication, or agreement with any other party, including another consultant or competitor, or for the purpose of restricting competition, relating to:
 - (i) those prices;
 - (ii) the intention to submit an offer; or
 - (iii) the methods or factors used to calculate the prices offered.
 - (b) The prices in our proposal have not been and will not be knowingly disclosed by us, directly or indirectly, to any other Agency/Organization/Society or competitor before the opening of the financial proposals unless otherwise explicitly required by law; and

- (c) No attempt has been made or will be made by us to induce any other Agency/Organization/Society to submit or not to submit a proposal for the purpose of restricting competition.
7. We acknowledge and understand that we shall promptly inform the client about any material change regarding the information provided in this form.
 8. We further understand that the failure to properly disclose any of information in connection with this proposal submission form may lead to appropriate actions, including our disqualification, the termination of the contract and any other sanction as applicable.
 9. We understand that this proposal, together with your written preliminary acceptance thereof included in your Notification of Intent to Award, shall only constitute a binding contract between the firm and the client subject to successful negotiations and the preparation and execution of the appropriate contract.
 10. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
 11. We understand you are not bound to accept any proposal that you may receive.

Yours sincerely,

[authorized signatory]

[name and title of signatory]

[name of consultant]

[address of consultant]

Annexure:

1. Power of attorney (if required) demonstrating that the person signing has been duly authorized to sign the proposal on behalf of the Agency/Organization/Society and its associates;
2. *[Other documents required in PDS]*

Form Tech-2. Financial Capacity of the Consultant

The client reserves the right to request additional information about the financial capacity of the consultant. Agency/Organization/Society that fails to demonstrate through its financial records that it has the financial capacity to perform the required services may be disqualified.

The Agency/Organization/Society financial capacity to mobilize and sustain the services may be important for specific types of services in which the Agency/Organization/Society is required to pre-finance significant expenses in advance of receiving payment from the client. Under these circumstances, an evaluation of financial capacity will be included in the request for proposals in addition to the qualitative assessment conducted through form Tech-4. Form Tech-2 will include requirements on the documentation required to assess financial capacity. The types of documentation required will vary according to the country context, the type of services being solicited, and the extent of the financial capacity demanded within the assignment. Examples of possible documentation required are as follows, but may be supplemented by other types of documents determined by the client as long as the requirements are reasonable and relevant to the financial capacity demanded of the services being solicited:

- Audited financial statements for the last three (3) years, supported by audit letters and supported by tax returns.

Failure to submit of document as evidence of financial capacity will result in the rejection of the proposal.



Form TECH-3. Organization of the Consultant

[Provide a brief description of the background and organization of your firm/entity and of each associated firm for this assignment. Include the organization chart of your firm/entity. The proposal must demonstrate that the consultant has the organizational capability and experience to provide home office project management of the contract as well as the necessary administrative and technical support to the consultant's project team in country. The proposal shall further demonstrate that the consultant has the capacity to field and provide experienced replacement personnel on short notice.]

Form TECH-4. Experience of the Consultant

Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under the terms of reference included in this RFP. The proposal must demonstrate that the consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

[Maximum 5 related/similar assignments]

Assignment name:	Approx. value of the contract (in current INR):
Country: Location within country:	Duration of assignment (Years):
Name of client:	Total No. of staff-months of the assignment:
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Agency/Organization/Society:
Narrative description of project:	
Narrative description of the project's mobilization demands and how your firm managed that mobilization's administrative, logistical and financial requirements:	
Description of actual services provided by your staff within the assignment:	

Name of firm: _____

Form TECH-5. Description of Approach, Methodology and Work Plan for Performing the Assignment

In this section, the consultant should provide a comprehensive description of how it will provide the required services in accordance with the terms of reference (TOR) included in this RFP. Information provided must be sufficient to convey to the technical evaluation committee that the Agency/Organization/Society has an understanding of the challenges in performing the required services and that it has an approach, methodology and work plan suitable to overcome those challenges.

Your technical proposal should be divided into the following three (3) chapters:

- (a) Technical Approach and Methodology,
- (b) Work Plan, and
- (c) Organization and Staffing

(a) **Technical approach and methodology.** In this chapter, you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Also comment here on any specialized equipment and/or software of which may be necessary to perform the scope indicated in the terms of reference.

(b) **Work plan.** In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the work and deliverables schedule of form TECH-7.

(c) **Organization and Staffing.** In this chapter, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Form TECH-6. Team Composition and Task Assignments

Key Professional Personnel				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned

Form TECH-7. Work Schedule

	Task	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Preparation of complete GI application with all supportive documents												
3													
4													
5													
6													
N	And so on												



Form TECH-8. Curriculum Vitae (CV) for Proposed Key Professional Personnel

1. Proposed Position *[only one candidate shall be nominated for each position]*
2. Name of Firm *[Insert name of firm proposing the staff]*
3. Name of Personnel *[Insert full name]*
4. Date of Birth *[Insert birth date]*
5. Nationality *[Insert nationality]*
6. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*

7. 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 *[month, year]:* To *[month, year]:*
Client:
Position(s) held:
8. Detailed Tasks Assigned *[List all tasks to be performed under this assignment]*
9. References *[List at least three individual references with substantial knowledge of the person's work. [The client reserves the right to contact other sources as well as to check references]*

10. Certifications
I, the undersigned, certify 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 described herein may lead to my disqualification or dismissal, if engaged.
I, the undersigned, hereby declare that I agree to participate with the Agency/Organization/Society in the above-mentioned request for proposal. I further declare that I am able and willing to work:
 1. for the period(s) foreseen in the specific terms of reference attached to the above referenced request for proposal for the position for which my CV has been included in the offer of the consultant and
 2. within the implementation period of the specific contract.

Signature of Key
Professional Personnel



If this form has not been signed by the key professional personnel, then in signing below, the authorized representative of the consultant is making the following declaration:

“In due consideration of my signing herewith below, if the key professional personnel has not signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement and that I confirm that I have approached the said key professional personnel and obtained his assurance that he will maintain his availability for this assignment if the contract is agreed within the proposal validity period provided for in the RFP.”

Signature of Authorized Representative of the
Agency/Organization/Society



Section V. B. Financial Proposal Forms

Form FIN-1. Financial Proposal Submission Form	25
Form FIN-2. Price Summary	26
Form FIN-3. Breakdown of Price by Activity	27

Form FIN-1. Financial Proposal Submission Form

[location, date]

To: [client]

Address:

Sir/Madam:

Re: [insert title of assignment]

RFP Ref: [insert reference as shown on cover page]

We, the undersigned, offer to provide the services for the above-mentioned assignment in accordance with your request for proposal (RFP) dated [insert date]¹ and our technical proposal.

Our price as per the attached financial proposal forms is [insert amount(s) in words and figures and currency] and shall remain fixed throughout the implementation of the assignment. Our price includes the estimated amount of local indirect taxes is [insert amount in words and figures in name of currency] which shall be confirmed or adjusted, if needed, during negotiations.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, as indicated in paragraph No.11 of the PDS.

Commissions and gratuities paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below:²

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

We understand you are not bound to accept any proposal that you may receive.
We acknowledge that our digital/digitized signature is valid and legally binding.
Yours sincerely,

Authorized signatory

Name and title of signatory

Name of consultant

¹ Amount must coincide with the ones indicated under total price of form FIN-2

² If applicable, replace this paragraph with "no commissions or gratuities have been or are to be paid by us to agents relating to this proposal and contract execution".

Form FIN-2. Price Summary

Re: *[insert title of assignment]*
RFP Ref: *[insert reference as shown on cover page]*

Remuneration:	Amount (INR)
Fees:	
Taxes (If Applicable)	
Total price of financial proposal	

1. Indicate the total price to be paid by the client in Indian Rupees. Such total price must coincide with the sum of the relevant sub-totals indicated in form FIN-3.
3. Provide fully loaded prices (including any travel, communication, local transportation, office expenses, direct and indirect rates. Taxes are presented separately.

Form FIN-3. Breakdown of Price by Activity

Re: *[insert title of assignment]*

RFP Ref: *[insert reference as shown on cover page]*

[Please complete for each phase]

Group of activities	Description ²	
	Price ³	
		INR
Total		

[Note to client: list activities in column before releasing RFP. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of form TECH-7.]

1. Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the consultant shall fill a separate form FIN-3 for each group of activities. Include base and option years.
2. A short description of the activities whose price breakdown is provided in this form.
3. Provide fully loaded prices (including travel, communications, local transportation, office expenses, direct and indirect rates).

Section VI. Terms of Reference

Terms of Reference (TOR) for Selection of Agency/Organization/Society as “GI TECHNICAL FACILITATOR” for GI Registration of important Products of Meghalaya under Intellectual Property Rights (IPR)

1. Background

The Government of Meghalaya launched the PRIME Rural program in March, 2021 with an aim to increase production, improve productivity, facilitate credit linkages and strengthen access to markets for the producers engaged in activities such as farming, livestock rearing and related activities. The program was later renamed as Farmers’ Collectivization for Upscaling of Production and Marketing Systems (FOCUS) in July, 2021.

The FOCUS program has identified collectivization as the fundamental intervention for improving the livelihood of the farmers and producers of the State. Further the collectivization process has to be bottom-up and demand-driven. Accordingly, the program has a systematic framework for demand-generation and systematic collectivization.

To benefit farmers and artisans of the state the Government of Meghalaya through its not-for-profit company, Meghalaya Basin Management Agency (MBMA), proposes to enter into a public private partnership with such eligible Agency/Organization/Society to work as “GI Technical Facilitator” for GI registration of important Products of Meghalaya under IPR.

2. Objectives of the GI Registration

- I. To provide legal protection to India’s cultural tradition, heritage & indigenous products.
- II. To protect the sustainable livelihood opportunities of the producers.
- III. To increase the export potential of related goods including agricultural products.
- IV. To promote handmade products/agriculture products.
- V. To promote participation of indigeneous communities and women in handicraft, handloom, and agriculture sector.
- VI. To improve socio – economic conditions of the grass-root producers.
- VII. To augment economic of the state with inclusive development.

3. Scope of Work for “GI – Technical Facilitator”

The GI Technical Facilitator will be responsible for completing following activities for each product proposed for GI registration process.

- A. Identification of appropriate registered applicant organization or FPO or Society with support of concern govt. department and facilitating organization/ Department.
 - A1. Preparation of complete GI Application with all supportive Documents.
 - A2. Preparation of Supporting Annexure for GI Application
 - A3. History, Origin, Specification, Description of the Product.
 - A4. Geographical Area Mapping of Products.
 - A5. Uniqueness of the Product.
 - A6. Method of Production.
 - A7. List of Producers and related stakeholders.

 - A8. Global Status.
 - A9. Photo documents.
 - A10. Historical and research Evidences
 - A11. Develop a proper GI Logo of concern products.
- B. Submission of GI Application to GI registry.
- C. Reply of FCR
- D. Participation of CGM (Hearing) with applicants.
- E. Reply of Queries
- F. Follow-up with GI registry
- G. Gazette Notification
- H. If there is no objection, then
- I. GI Certificate issue and Granted.

NB: The GTA shall remain in the project from the beginning to end process.

The GTA has to submit GI application to GI Registry within 06 months from the award of work and shall ensure grant of certificate from GI registry as early as possible.

4. Some Proposed Products of Meghalaya for GI Registration

- I. Meghalaya Coffee.
- II. Meghalaya Tea.
- III. “U chyrmit Lakadong” (Meghalaya Lakadong Turmeric).
- IV. Meghalaya Sohra Honey (Cherapunji).
- V. Orange Honey from Nongtraw Village.

- VI. “Ing Makhir Ginger”.
- VII. Purple Rice/Pink Rice Meghalaya.
- VIII. Meghalaya Khasi Handloom Products.
- IX. Meghalaya Garo Handlooms Products.
- X. Meghalaya Jaintia Handlooms Products.
- XI. Hajong Handloom Products.
- XII. Meghalaya Lyrnai Pottery.
- XIII. Meghalaya Bamboo Craft.
- XIV. Meghalaya Garo Wood Carving.
- XV. Meghalaya Khasi Tala Myllem.
- XVI. Meghalaya “chubitchi” – West Garo Hills.
- XVII. Meghalaya Banana – (‘Kait Kaji’)
- XVIII. Meghalaya Minil Rice.
- XIX. Sohiong
- XX. Sohphlang
- XXI. Sohpie
- XXII. Garo Hills Wood Carving
- XXIII. Meghalaya Bettle Nut
- XXIV. Meghalaya Bettle Leaf
- XXV. Khasi Flute-‘Bissli’
- XXVI. Garo Wangala Drum
- XXVII. Khasi Duitara
- XXVIII. Other Eligible Products.

5. Advantages of GI registration.

- I. It create a special status as part of Intellectual Property Rights of the country. It provides legal protection of original producers within original geographical areas with recognition.
- II. Prevents unauthorized use of registered Geographical Indication goods by third parties.
- III. It provide much more sustainable livelihood opportunities and entrepreneurship.
- IV. It boosts Exports and emerges as a brand at international level.
- V. It promotes economic prosperity of producers and related stakeholders including contribution in GDP with the dignity of country.
- VI. Only an authorized user has the exclusive rights to use the Geographical Indication in relation to goods in respect of which it is registered.
- VII. Increasing the agriculture and horticulture commodity at global market from the state.
- VIII. Prevents missuse of brand value.

6. Payment Scheduled

- a.* After signing of the contract MBMA will released 30% of the contract amount.
- b.* After filling of the GI registration MBMA will released 40% of the contract amount.
- c.* Balanced 30% will be released after receiving the GI certification.

7. Location and period of execution

The location will be based on the respective proposed products of Meghalaya. Total project period is 6 months for submission of GI registration to the GI registry after releasing the first instalment of the project cost to the Agency/Organization/Society.

8. Project coordination

One Nodal person from MBMA who will coordinate with the Agency/Organization/Society and another official to be identified from the respective location of the proposed products.

9. Services and facilities to be provided by client

Not applicable.

10. Services and facilities to be provided by the Agency/Organization/Society

All travelling, Lodging and other facilities will be inclusive in the project cost.



Part 2: Conditions of Contract

Contract Agreement

This contract agreement (this “contract”) made as of the [day] of [month], [year], between [full legal name of the client] (the “client”), on the one part, and [full legal name of Agency/Organization/Society] (the “Agencies”), on the other part.

RECITALS

Whereas,

The Government of Meghalaya launched the PRIME Rural program in March, 2021 with an aim to increase production, improve productivity, facilitate credit linkages and strengthen access to markets for the producers engaged in activities such as farming, livestock rearing and related activities. The program was later renamed as Farmers’ Collectivization for Upscaling of Production and Marketing Systems (FOCUS) in July, 2021.

The FOCUS program has identified collectivization as the fundamental intervention for improving the livelihood of the farmers and producers of the State. Further the collectivization process has to be bottom-up and demand-driven. Accordingly, the program has a systematic framework for demand-generation and systematic collectivization.

To benefit farmers and artisans of the state the Government of Meghalaya through its not-for-profit company, Meghalaya Basin Management Agency (MBMA), proposes to enter into a public private partnership with such eligible Agency/Organization/Society to work as “GI Technical Facilitator” for GI registration of important Products of Meghalaya under IPR.

- (a) The client has requested the *Agency/Organization/Society* to provide certain services as described in TOR to this contract; and
- (b) The *Agency/Organization/Society*, having represented to the client that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this contract.

Now therefore, the parties to this contract agree as follows:

1. In consideration of the payments to be made by the client to the consultant as set forth in this contract, the consultant hereby covenants with the client to perform the services in conformity in all respects with the provisions of this contract.
2. Subject to the terms of this contract, the client hereby covenants to pay *Agency/Organization/Society*, in consideration of the performance of the services, the contract price (as defined below) or such other sum as may become payable pursuant to the provisions of this contract at the times and in the manner prescribed by this contract.

In witness whereof the parties hereto have caused this contract to be executed in accordance with the laws of *[country]* as of the day, month and year first indicated above.

For <i>[full legal name of the client]</i>	For <i>[full legal name of the Agency/Organization/Society]</i>
Signature	Signature
Name	Name
Witnessed by	Witnessed by

Section VII. Conditions of Contract

- 1 (a) “Applicable law” means the laws and any other instruments having the force of law in **India, as they may be issued and in force from time to time.**
(e) “Client country” means the country of **India.**
(q) “Local currency” means **INR.**

2 This contract shall be executed in the English language.

3 The addresses for serving notices under this contract are:
For the client:

Meghalaya Basin Management Agency,
O/o Meghalaya Basin Development Authority,
C/o Meghalaya State Housing Financing & Cooperative Society,
Upper Nongrim Hills,
Meghalaya, Shillong -793003
Telephone: 0364-2522921/2522992
Email: mbdaprourement@gmail.com
Website: www.mbda.gov.in

For the Agency/Organization/Society:

[insert full legal name of the Agency/Organization/Society]

Att.:

Address:

Email:

4 The member in charge is *[insert name of member]*

5 The authorized representatives are:

For the client:

Shri. Jagdish Chelani, IAS

Executive Director, MBMA

Meghalaya Basin Management Agency,

O/o Meghalaya Basin Development Authority,

C/o Meghalaya State Housing Financing & Cooperative Society,

Upper Nongrim Hills,

Meghalaya, Shillong -793003

Telephone: 0364-2522921/2522992

Email: mbdaprourement@gmail.com

Website: www.mbda.gov.in

For the Agency/Organization/Society:

[insert full legal name of the Agency/Organization/Society]

Att.: *[insert name of the client representative]*

Address:

Email:

6 A resident project manager *[shall] [shall not]* be required for the duration of this contract.

7 This contract shall enter into force on the date of signing of the contract by both parties.

8 The commencement date shall be *September, 2022*

9 The contract shall expire on *[insert planned date of completion of the services]*.

10 The amount of the contract is xxxxx *[local currency]* (the “contract price”).

The accounts are:

[insert account number]

The payment of the Contract to be made in three trances:

- a. After signing of the contract MBMA will released 30% of the contract amount.
- b. After filling of the GI registration MBMA will released 40% of the contract amount.
- c. Balanced 30% will be released after receiving the GI Certification.

11 The contract is

- subject to the following taxes: *GST & Income tax*