

Standard Request for Proposals

Selection of Consultants

Meghalayan Age Limited

January 2021

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: MAL/CHR/2/2021-22

**Selection of Individual Consultant for Project Management support to
Meghalayan Age Ltd**

Region: Meghalaya State

Issued on: 27th January 2021

TABLE OF CLAUSES

Selection of Individual Consultant for Project Management support to Meghalayan Age Ltd	ii
PART I	5
Section 1. Letter of Invitation	5
2. The Client now invites proposals from Individual Consultants to provide the following consulting services (hereinafter called “Services”):.....	5
Section 2. Instructions to Consultants and Data Sheet	7
A. General Provisions	7
1. Definitions.....	7
2. Introduction.....	8
3. Conflict of Interest	9
4. Unfair Competitive Advantage	10
5. Corrupt and Fraudulent Practices.....	10
6. Eligibility	10
B. Preparation of Proposals	11
7. General Considerations	11
8. Cost of Preparation of Proposal	11
9. Language.....	11
10. Documents Comprising the Proposal.....	11
11. Only One Proposal	12
12. Proposal Validity	12
(i) if a consultant withdraws its proposal during the period of proposal validity specified by the consultant in its proposal. or any extension thereto provided by the consultant; or.....	13
(ii) if the successful consultant fails to sign the Contract.	13
13. Clarification and Amendment of RFP	13
14. Preparation of Proposals – Specific Considerations	14
15. Technical Proposal Format and Content.....	15
16. Financial Proposal- NOT APPLICABLE.....	15
C. Submission, Opening and Evaluation	15
17. Submission, Sealing, and Marking of Proposals	15
18. Confidentiality	17

19. Opening of Technical Proposals	17
20. Proposals Evaluation.....	17
21. Evaluation of Technical Proposals.....	18
22. Financial Proposals for QBS.....	18
23. Public Opening of Financial Proposals (for QCBS, QBS, and LCS methods).....	18
24. Correction of Errors	19
25. Taxes	19
26. Conversion to Single Currency	19
27. Combined Quality and Cost Evaluation	19
D. Negotiations and Award.....	21
28. Negotiations	21
29. Conclusion of Negotiations.....	22
30. Award of Contract.....	22
E. Data Sheet.....	23
The name of the assignment is: Selection of Individual Consultant for providing project implementation support to Meghalayan Age Limited ”	23
Section 3. Technical Proposal – Standard Forms	31
1. Checklist of Required Forms	31
2. Form TECH-1	32
3. Form TECH-2	34
4. Form TECH-3	35
5. Form TECH-4	36
6. Form TECH-5	37
7. Form TECH-6	38
Section 4. Financial Proposal - Standard Forms - NOT APPLICABLE	43
Section 6. NOT USED	51

PART I

Section 1. Letter of Invitation

RFP No. MAL/CHR/2-2021-22

Shillong, Meghalaya

27th January 2021

Dear Mr./Ms.:

1. *Meghalayan Age Limited (MAL) the client* ,intends to apply the funds from New Development Bank for **hiring of individual consultant** to eligible payments under the contract to support and guide the Project in planning and implementation of its various technical and managerial aspects (please see the scope of work below) to enhance efficiency of the project for facilitating timely delivery of the expected outputs of the project for which this Request for Proposals is issued.
2. The Client now invites proposals from Individual Consultants to provide the following consulting services (hereinafter called “Services”):
3. More details on the Services are provided in the Terms of Reference (Section 7).
4. An Individual will be selected under *Quality Based Selection (QBS)* procedures and in a Full Technical Proposal (FTP)format as described in this RFP.
5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP)- Standard Forms

Section 4 - Financial Proposal –(Not used for this assignment)

Section 5 – Proposal Securing Declaration (Not used for this assignment)

Section 6–Not Used

Section 7–Terms of Reference

Section 8 - Standard Forms of Contract (Time-Based)

6. Details on the proposal’s submission date, time and address are provided in Clauses17.7and 17.9 of the ITC.

Yours sincerely,

The Chairman & Managing Director

Meghalayan Age Limited

C/o Meghalaya Basin Development Authority

Meghalaya State Housing Financing & Cooperative Society

Behind Bethany Hospital, Upper Nongrim Hills

Shillong – 793003Meghalaya, India Email: meghalayanagelimited@gmail.com

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Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

<p>1. Definitions</p>	<p>(a) “Applicable Law” means the laws of India.</p> <p>(b) “Client” means MAL, which shall sign the Contract for the Services with the selected Consultant.</p> <p>(c) “Consultant” means a individual professional consultant that may provide the Services to the Client under the Contract.</p> <p>(d) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(f) “Day” means a calendar day.</p> <p>(g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). Not applicable</p> <p>(h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.- Not applicable</p> <p>(i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides–the shortlisted Consultants</p>
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	<p>with all information needed to prepare their Proposals.</p> <p>(k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. – Not applicable</p> <p>(m) “Proposal” means the Technical of the Consultant.</p> <p>(n) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(o) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(p) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(q) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(r) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is</p>

	<p>close business or family relationship with a professional staff of MAL, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to MAL/MAL throughout the selection process and the execution of the Contract.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p>5. Corrupt and Fraudulent Practices</p>	<p>5.1 The client requires that the participating consultant agencies/firms etc. observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988.</p>
<p>6. Eligibility</p> <p>a. Sanctions</p> <p>c. Restrictions for Government-owned Enterprises</p>	<p>6.1 The client permits consultants (individuals, firms, including Joint Ventures and their individual members) from all countries to offer consulting services.</p> <p>6.2 As an exception to the foregoing Clauses 6.1 above:</p> <p>6.2.1 A firm or an individual sanctioned by MAL/MAL in accordance with the above Clause 5.1 or blacklisted or debarred by State or Central Government/Department shall be ineligible to be awarded a contract, or to benefit from a MAL/MAL-financed contract, financially or otherwise, during such period of time as MAL/MAL shall determine.</p> <p>6.3.2 Government-owned enterprises or institutions in the country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.</p> <p>To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity</p>

<p>d. Restrictions for public employees</p>	<p>separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p> <p>6.3.4 Government officials and civil servants are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the country ,and they</p> <p>(i) are on leave of absence without pay, or have resigned or retired;</p> <p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring; and</p> <p>(iii) their hiring would not create a conflict of interest.</p>
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B. Preparation of Proposals

<p>7. General Considerations</p>	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<p>8. Cost of Preparation of Proposal</p>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<p>9. Language</p>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet.</p>
<p>10. Documents Comprising the</p>	<p>10.1 The Proposal shall comprise the documents and forms</p>

	<p>following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member. – Not applicable</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same – Not applicable</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p>

	<p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Technical Proposal Format and Content</p>	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
<p>16. Financial Proposal- NOT APPLICABLE</p> <p>a. Price Adjustment</p> <p>b. Taxes</p> <p>c. Currency of Proposal</p> <p>d. Currency of Payment</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.</p> <p>16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p> <p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.</p> <p>16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.</p> <p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>

C. Submission, Opening and Evaluation

17. Submission, Sealing,	17.1 The Consultant shall submit a signed and complete
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<p>and Marking of Proposals</p>	<p>Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]“, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>17.6 The sealed envelopes containing the Technical Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.7 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.8 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification</p>
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	received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
18. Confidentiality	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
19. Opening of Technical Proposals	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant; (ii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20. Proposals Evaluation	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the necessary approvals have been obtained to open the financial proposals.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline</p>

	<p>except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical Proposal.</p>
<p>21. Evaluation of Technical Proposals</p>	<p>21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<p>22. Financial Proposals for QBS</p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>
<p>23. Public Opening of Financial Proposals (for QCBS, QBS, and LCS methods)</p>	<p>23.1 After the technical evaluation is completed and the necessary approvals have been obtained to open the financial proposals, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by</p>

	<p>criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.</p>
<p>24. Correction of Errors</p> <p>a. Time-Based Contracts</p> <p>b. Lump-Sum Contracts</p>	<p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p> <p>24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p> <p>24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.</p>
25. Taxes	<p>25.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the Data Sheet.</p>
26. Conversion to Single Currency	<p>26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.</p>
27. Combined Quality	

<p>and Cost Evaluation</p> <p>a. Quality- and Cost-Based Selection (QCBS)</p> <p>b. Quality Based Selection (QBS)</p>	<p>27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.</p> <p>27.2 In the case of QBS, The Client will select the Consultant that submitted the highest-ranked Technical Proposal, and invite such Consultant to negotiate the Contract.</p>
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<p>c. Least-Cost Selection</p>	<p>27.3 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.</p>
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D. Negotiations and Award

<p>28. Negotiations</p> <p>a. Availability of Key Experts</p> <p>b. Technical negotiations</p> <p>c. Financial negotiations</p>	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.</p> <p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> <p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p> <p>28.6 The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.</p> <p>28.7 If the selection method included cost as a factor in the</p>
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	<p>evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after due approvals from the concerned authorities.</p> <p>The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates’ structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p>29. Conclusion of Negotiations</p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained due approvals, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p>30. Award of Contract</p>	<p>30.1 After completing the negotiations, the Client shall obtain approvals from the procurement committee to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other shortlisted Consultants.</p> <p>30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	<i>Law of India</i>
2.1	<p>Name of the Division: <u>Meghalayan Age Limited</u></p> <p>Method of selection: <u>Quality Based Selection (QBS)</u></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: No</p> <p style="text-align: center;">The name of the assignment is: Selection of Individual Consultant for providing project management support to Meghalayan Age Limited ”</p>
2.3	A pre-proposal conference will be held: Not applicable
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <i>Not Applicable</i>
4.1	<i>Not Applicable</i>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English Language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p style="text-align: center;"><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p>

	<p>1st Inner Envelope with the Technical Proposal:</p> <p>(2) Power of Attorney to sign the Proposal – Not applicable (3) TECH-1 (4) TECH-2 (5) TECH-3 – Not applicable (6) TECH-4 (7) TECH-5 (8) TECH-6 (CV)</p> <p>AND</p> <p>2^d Inner Envelope with the Financial Proposal (if applicable):</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 – Not applicable (4) FIN-4 – Not applicable (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required Yes</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible Not applicable</p>
12.1	<p>Proposals must remain valid for 120 calendar days after the proposal submission deadline (i.e., until: 27th June 2021).</p>
12.12	<p>Assignment Period is 12 months</p>
13.1	<p>Clarifications may be requested no later than 5 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: meghalayanagelimited@gmail.com</p>
14.1.1	<p>Shortlisted Consultants may associate with - Not applicable</p> <p>(a) non-shortlisted consultant(s):</p>

	(b) other shortlisted Consultants
14.1.2 (do not use for Fixed Budget method)	<i>Not Applicable</i>
14.1.3 for time- based contracts only	<i>Not applicable</i>
14.1.4 and 27.2 use for Fixed Budget method	<i>Not Applicable</i>
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><i>The reimbursable may include the following:</i></p> <ol style="list-style-type: none"> <i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;. The ceilings will be as per MAL travel Norms.</i> <i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i> <i>(3) cost of office accommodation, including overheads and back-stop support;</i> <i>(4) communications costs;</i> <i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> <i>(6) cost of reports production (including printing) and delivering to the Client;</i>

	<p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i></p>
16.2	A price adjustment provision applies to remuneration rates: Not applicable
16.3	“Information on the Consultant’s tax obligations can be found at www.incometaxindia.gov.in, www.servicetax.gov.in“
16.4	The Financial Proposal shall be stated in the following currencies: Indian National Rupee (INR)
C. Submission, Opening and Evaluation	
17.1	The Consultants <i>shall have</i> have the option of submitting their Proposals electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and 2 copies; and a soft copy in CD or Pen Drive</p> <p>(b) Financial Proposal: one (1) original (Hard copy only). – Not Applicable</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date:27nd February 2021</p> <p>Time:1700 Hrs.</p> <hr/> <p>The Proposal submission address is:</p> <p>Meghalayan Age Limited Meghalayan Basin Development Authority C/o Meghalaya State Housing Financing & Cooperative Society Behind Bethany Hospital Upper Nongrim Hills Shillong – 793003 Meghalaya, India E-mail: meghalayanagelimited@gmail.com</p>
18	<p>The opening shall take place at:</p> <p>“same as the Proposal submission address</p>

	<p>Date: 28th February 2021 Time: 1430 Hrs.</p>																														
19	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: Name of the Consultant</p>																														
20	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>(1) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <table border="1"> <thead> <tr> <th>Sl. no</th> <th>Item</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Technical Approach and Methodology</td> <td>10</td> </tr> <tr> <td>b</td> <td>Work Plan</td> <td>10</td> </tr> <tr> <td></td> <td>Total points for criterion (1)</td> <td>20</td> </tr> </tbody> </table> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable;}</i></p> <p>(2) Experts' qualifications and competence for the Assignment (ongoing/ completed):</p> <table border="1"> <thead> <tr> <th>Sl. no</th> <th>Item</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Relevant Post Graduate qualification</td> <td>10</td> </tr> <tr> <td>B</td> <td>Experience of working on projects funded by bi-lateral and multilateral funding agencies (NDB, World Bank, IFC, KfW, GIZ, JICA etc.) with extensive experience of Project Implementation Planning (PIP) and its execution (Min 10 years)</td> <td>10</td> </tr> <tr> <td>C</td> <td>Experience in planning and implementation of developmental projects related to rural enterprise development, eco-tourism, and natural resource management</td> <td>10</td> </tr> <tr> <td>D</td> <td>Experience in North Eastern Region- (At least 10 consulting assignments in Tourism/NRM / Agri Business/ Rural Development and Livelihoods sector)</td> <td>20</td> </tr> <tr> <td>e</td> <td>Experience in Meghalaya in Tourism/NRM / Agri Business/ Rural Development and Livelihoods</td> <td>30</td> </tr> </tbody> </table>	Sl. no	Item	Points	A	Technical Approach and Methodology	10	b	Work Plan	10		Total points for criterion (1)	20	Sl. no	Item	Points	A	Relevant Post Graduate qualification	10	B	Experience of working on projects funded by bi-lateral and multilateral funding agencies (NDB, World Bank, IFC, KfW, GIZ, JICA etc.) with extensive experience of Project Implementation Planning (PIP) and its execution (Min 10 years)	10	C	Experience in planning and implementation of developmental projects related to rural enterprise development, eco-tourism, and natural resource management	10	D	Experience in North Eastern Region- (At least 10 consulting assignments in Tourism/NRM / Agri Business/ Rural Development and Livelihoods sector)	20	e	Experience in Meghalaya in Tourism/NRM / Agri Business/ Rural Development and Livelihoods	30
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F	Total points for criterion (2)	80								
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A	Total Weightage	100 %								
B	Total Points	100								
C	Minimum Technical Score required to pass	75								
21	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>									
22	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is. INR</p>									
23 (QCBS only)- NOT APPLICABLE	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = .80 and P = .20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>									

	D. Negotiations and Award
24	Expected date and address for contract negotiations: Date: To be intimated
25	Expected date for the commencement of the Services: Date: March 2021

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Required</i>
TECH-1	Technical Proposal Submission Form.	Yes
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	No
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	No
TECH-2	Consultant’s Experience.	Yes
TECH-2A	A. Consultant’s Organization	No
TECH-2B	B. Consultant’s Experience	Yes
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	<i>If required</i>
TECH-3A	A. On the Terms of Reference	If required
TECH-3B	B. On the Counterpart Staff and Facilities	If required
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	<i>Yes</i>
TECH-5	Work Schedule and Planning for Deliverables	Yes
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	CV required

All pages of the original Technical Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

I, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal sealed in a separate envelope”.*

I hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) My Proposal shall be valid and remain binding upon me for the period of time specified in the Data Sheet, Clause 12.1.I also enclose a Proposal Securing Declaration as per ITC clause 12.10 and will comply by the same.
- (c) I have no conflict of interest in accordance with ITC 3.
- (d) I meet the eligibility requirements as stated in ITC 6.
- (e) I along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a central government/ministry and or any state/s of India.
- (f) In competing for (and, if the award is made to me, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force as per Prevention of Corruption Act, 1988.
- (g) My Proposal is binding upon me and subject to any modifications resulting from the Contract negotiations.

I undertake, if my Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

I understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

FORM TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S EXPERIENCE

Form TECH-2: a brief description of the recent experience of the Consultant that is most relevant to the assignment.

A - Consultant’s Organization – **Not applicable**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

1. List only previous similar assignments successfully completed . Refer to Point 20 Section 2

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2010– Apr.2013}	{e.g., “design master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g.,5 million.... }	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2015}	{e.g., “Support to state government.....” : drafted regulation on.....}	{e.g.,departmentof....., country}	{e.g.,5 million}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)– NOT APPLICABLE

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any }

B - On Counterpart Staff and Facilities

{ comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any }

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}- **Not applicable**

FORM TECH-5(FOR FTP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6(FOR FTP)- NOT APPLICABLE

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

N°	Name	Expert’s input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s state of residence. “Field” work means work carried out in the Client’s state or country outside the expert’s state or country of residence.

Fu [REDACTED]put
Pa [REDACTED]put

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert’s contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

Section 4. Financial Proposal - Standard Forms - NOT APPLICABLE

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration,

FIN-4 Reimbursable expenses

**FORM FIN-1- NOT APPLICABLE
FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost
	(In Indian Rupees)
Cost of the Financial Proposal	
Including:	
(1) Remuneration - Lumpsum	
(2) Reimbursable – on actual basis	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
(i) {insert type of tax: e.g., VAT or sales tax}	
(ii) {insert type of tax}	
<u>Total Estimate for Indirect Local Tax:</u>	

Footnote: Payments will be made in the currency expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION – NOT APPLICABLE

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	INR
Key Experts					
K-1			[Home]		
			[Field]		
K-2					
Non-Key Experts					
N-1			[Home]		
N-2			[Field]		
Total Costs					

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES – NOT APPLICABLE -ON ACTUAL BASIS

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

N°	Type of ReimbursableExpenses	Unit	Unit Cost	Quantity	INR
	{e.g., Per diem allowances**}	{Day}			
	{e.g., International flights}	{Ticket}			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of reports}				
	{e.g., Office rent}				
				
	{Training of the Client’s personnel – if required in TOR}				
Total Costs					

Legend:
 “Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5:

Form of Proposal-Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*
RFP No.: *[number of RFP process]*

To: *[complete name of Client]*

We, the undersigned, declare that:

We understand that, according to your conditions, proposals must be supported by a Proposal-Securing Declaration.

We accept that we will automatically be suspended from being eligible for participating in any contract with the client for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the RFP conditions, because we:

- (a) have withdrawn our Proposal during the period of Proposal validity specified in the Form Tech - 1; or
- (b) having been notified of the acceptance of our proposal by the client during the period of proposal validity, (i) fail or refuse to sign the Contract; in accordance with the ITC.

We understand this Proposal Securing Declaration shall expire if we are not the successful consultant, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our proposal.

Name of the Consultant* _____

Name of the person duly authorized to sign the Proposal on behalf of the Consultant**

Title of the person signing the Proposal _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the proposal submitted by joint venture specify the name of the Joint Venture as Consultant

** : Person signing the Proposal shall have the power of attorney given by the consultant's firm attached to the Proposal

[Note: In case of a Joint Venture, the Proposal-Securing Declaration must be in the name of all members to the Joint Venture that submits the Proposal.]

Section 6. NOT USED

Section 7:

Terms of Reference

1. Project background

Meghalaya is endowed with lush green virgin forests (sacred groves), exquisite riverine systems, scenic undulating topography, and many natural wonders such as root bridges, under-ground tunnels, waterfalls, bio-diversity hotspots etc. This is further supplemented with social and cultural heritage of the tribal people of Meghalaya and their traditional governance systems. The landscape, social and cultural heritage of the State is ideal for developing eco-tourism in the State where communities and Government can participate on level-playing field for common benefit. Rich forests, its biodiversity and other natural resources provides umpteen and untapped prospects for eco-tourism in the State for enhancing economic and social welling of the people of Meghalaya. Community ownership of natural resources (95% of the land is owned by communities) clearly underlines a community-based integrated approach to sustainable eco-tourism to tackle the problem of degradation of natural resources in a Community-Private-Public-Partnership mode.

Government of Meghalaya aims to increase the contribution of tourism to SGDP from current 3% to 15%. The only way to achieve this goal is through focus on eco-tourism that makes best use of Meghalaya's beautiful landscapes, rich socio-cultural heritage, geological significance, and community ownership of natural resources. Therefore, with assistance from the New Development Bank, the Government of Meghalaya has envisaged this Project for Infrastructure Development of Experiential Eco-Tourism as a systematic approach to achieve inclusive growth by focusing on eco-tourism while ensuring good governance, convergence, institutional strengthening, capacity building, knowledge management, communications, financial inclusion and access to markets. This investment project has been designed to develop eco-tourism potential of the State which entails required resources, infrastructure, skills and policy environment for the same. This project will provide economic incentives for the people of Meghalaya to make capital investment in natural resources and to work for its conservation in order to ensure sustainability of their own dependent livelihoods and growth opportunities.

The project will focus on high value- low volume tourism which is environmentally sensitive and minimum carbon footprints. Apart from the physical sustainability issues, the project is focused on social and economic sustainability so it does not exacerbate economic disparities and continues to promote social and cultural harmony of the region by adopting public-community-private partnership mode. The GoM has set up a highly competent and professional company viz., Meghalayan Age Limited (MAL) under the Planning Department to implement the Project.

Project objective: The objective of the Project is to: *“Promote livelihood and socio-economic well-being of vulnerable communities through community-public-private partnership enterprises in Experiential Eco Tourism”*

Project Period: 4 Years

Project Components: The Project will have following components:

- **Component 1:** Establishment of large infrastructure sub-projects –7 Numbers.
- **Component 2:** Setting up iconic sub-projects – 8 Nos
- **Component 3:** Creating high value accommodation at various locations – 22 Nos.
- **Component 4:** Eco-village clusters – 11 Nos.
- **Component 5:** Development of common infrastructure for all sub-projects
- **Component 6:** Institutional capacity building and business operations
- **Component 7:** Project management

The infrastructure projects (component 1) relate to construction and repair of roads, completion of major incomplete projects related to art, culture and sports tourism and upgradation of Umiam lake resort. While iconic projects (component 2) will showcase thematic areas in eco-tourism and cater to high-value tourists. High value accommodation is proposed for various locations (component 3) and eco-village clusters (component 4) will develop community based livelihood eco-tourism sub-projects to cater to backpackers looking for adventure, nature, cultural heritage and knowledge in rural landscapes. All eco-tourist sites will be networked in tourist circuits through development of common infrastructure (component 5). The project will build institutional capacity of the communities and other stakeholders to undertake various activities under the project (component 6). The project will be managed by State Project Management Unit of MAL and sub-project management teams in Community-Public-Private Partnership (CPPP) mode (Component 7).

2. Need for a consultant

The MAL is looking for a multi-skilled international individual consultant to support and guide the Project in planning and implementation of its various technical and managerial aspects (please see the scope of work below) to enhance efficiency of the project for facilitating timely delivery of the expected outputs of the project.

3. Scope of work

The consultant will support the Project broadly in following aspects. However, actual output/ deliverables of the consultant will be as per requirement communicated by the CEO of the project from time to time.

- Participate and contribute in the project planning, implementation and review meeting with New Development Bank.
- Assist in preparation of various documental required for appraisal of the project
- Support sub-projects in preparing business plans and assist in fund mobilization for business operations of sub-projects
- Undertake review and quality enhancement of reports to be sent to the funding agency.
- Prepare human resource development plan and procurement plan
- Review project documents and policy notes prepared for the project steering committee, Government of Meghalaya etc.
- Guide project team in project implementation and resource scheduling/ optimization.

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- Build the capacity of the project technical team and resource persons in project implementation interventions through online / offline sessions.
 - Review ESMPs prepared for each sub-project
 - Guide the Environment & Social Safeguard (E&S) team on project risk and impact management
 - Review M&E plans prepared by the M&E teams.
 - Review schedule and activities of the Project Design and Supervision Consultants.
 - Advise on industry best practices in eco-tourism and business operations of MAL
 - Any other task as required for efficient implementation of the project

4. Essential Qualification(s) and Experience

- Postgraduate degree in management with specialisation in Natural Resource Management or a related field.
- Minimum 25 years of experience in planning and implementation of developmental projects related to rural enterprise development, eco-tourism, and natural resource management
- At least 10 years of experience of working on projects funded by bi-lateral and multilateral funding agencies (NDB, World Bank, IFC, KfW, GIZ, JICA etc.) with extensive experience of Project Implementation Planning (PIP) and its execution.
- Minimum 10 years of experience of working in the North East Region preferably Meghalaya .
- Experience of developing at least 7 Externally Aided Projects in North East Region or Himalayan State.
- Experience in monitoring and evaluation of developmental projects.
- Experience in community-based planning and implementation of developmental projects .
- Extensive experience in training and capacity building in areas related to the project.
- Knowledge and experience of financial and economic analysis of developmental projects
- Trained in Environmental and Social Management Framework/ safeguards.
- Experience of preparation/ review of Environmental and Social Management Framework documents.
- Excellent ability to write concept and policy notes in developmental areas for the consideration of funding agencies and the Government
- Well versed with MS Office
- Proficiency in English language (writing, reading and speaking)

5. Terms of Engagement

- Consultant will be required to be available with MAL for 10 working days in a month out of which 5 working days would be based out of Shillong, Meghalaya.
- MAL will reimburse to and fro airfare for shortest economical route to Shillong.
- Transport, Food and Lodging as per MAL norms.

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