

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

Name of the Assignment: "Hiring of a Consulting Firm for conducting
"Impact Assessment Study for MCLLMP under MBMA"

RFP No: [CS - 31]

Client: Meghalaya Basin Management Agency

Country: India

Issued on: January 25, 2024

TABLE OF CONTENTS

| | |
|--|----|
| PART I | 5 |
| Section 1. Request for Proposal Letter | 5 |
| Section 2. Instructions to Consultants and Data Sheet | 8 |
| A. General Provisions | 8 |
| 1. Definitions | 8 |
| 2. Introduction | 10 |
| 3. Conflict of Interest | 10 |
| 4. Unfair Competitive Advantage | 12 |
| 5. Fraud and Corruption | 12 |
| 6. Eligibility | 12 |
| B. Preparation of Proposals | 14 |
| 7. General Considerations | 14 |
| 8. Cost of Preparation of Proposal | 14 |
| 9. Language | 14 |
| 10. Documents Comprising the Proposal | 14 |
| 11. Only One Proposal | 14 |
| 12. Proposal Validity | 14 |
| 13. Clarification and Amendment of RFP | 15 |
| 14. Preparation of Proposals Specific Considerations | 16 |
| 15. Technical Proposal Format and Content | 17 |
| 16. Financial Proposal | 17 |
| C. Submission, Opening and Evaluation | 18 |
| 17. Submission, Sealing, and Marking of Proposals | 18 |
| 18. Confidentiality | 19 |
| 19. Opening of Technical Proposals | 20 |
| 20. Proposals Evaluation | 20 |
| 21. Evaluation of Technical Proposals | 20 |
| 22. Financial Proposals for QBS | 21 |
| 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) | 21 |
| 24. Correction of Errors | 22 |
| 25. Taxes | 23 |
| 26. Conversion to Single Currency | 23 |
| 27. Combined Quality and Cost Evaluation | 23 |
| D. Negotiations and Award | 24 |
| 28. Negotiations | 24 |
| 29. Conclusion of Negotiations | 25 |
| 30. Standstill Period | 25 |
| 31. Notification of Intention to Award | 25 |
| 32. Notification of Award | 26 |
| 33. Debriefing by the Client | 27 |
| 34. Signing of Contract | 27 |
| 35. Procurement Related Complaint | 28 |
| E. Data Sheet | 29 |
| Section 3. Technical Proposal – Standard Forms | 35 |

| | | |
|-----|--|----|
| 1. | Checklist of Required Forms | 35 |
| 2. | Form TECH-1 | 36 |
| 3. | Form TECH-2 | 38 |
| 4. | Form TECH-3: | 39 |
| 5. | Form TECH-4 | 40 |
| 6. | Form TECH-5 | 41 |
| 7. | Form TECH-6 | 42 |
| | Section 4. Financial Proposal - Standard Forms | 47 |
| | Section 5. Eligible Countries | 53 |
| | Section 6. Fraud and Corruption | 55 |
| | Section 7. Terms of Reference | 57 |
| I. | Form of Contract | 67 |
| II. | General Conditions of Contract | 69 |
| A. | GENERAL PROVISIONS | 69 |
| 2. | Relationship between the Parties | 70 |
| 3. | Law Governing Contract | 70 |
| 4. | Language | 71 |
| 5. | Headings | 71 |
| 6. | Communications | 71 |
| 7. | Location | 71 |
| 8. | Authority of Member in Charge | 71 |
| 9. | Authorized Representatives | 71 |
| 10. | Fraud and Corruption | 71 |
| B. | COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT | 72 |
| 11. | Effectiveness of Contract | 72 |
| 12. | Termination of Contract for Failure to Become Effective | 72 |
| 13. | Commencement of Services | 72 |
| 14. | Expiration of Contract | 72 |
| 15. | Entire Agreement | 72 |
| 16. | Modifications or Variations | 72 |
| 17. | Force Majeure | 72 |
| 18. | Suspension | 74 |
| 19. | Termination | 74 |
| C. | OBLIGATIONS OF THE CONSULTANT | 76 |
| 20. | General | 76 |
| 21. | Conflict of Interest | 77 |
| 22. | Confidentiality | 78 |
| 23. | Liability of the Consultant | 78 |
| 24. | Insurance to be taken out by the Consultant | 78 |
| 25. | Accounting, Inspection and Auditing | 79 |
| 26. | Reporting Obligations | 79 |
| 27. | Proprietary Rights of the Client in Reports and Records | 79 |
| 28. | Equipment, Vehicles and Materials | 79 |
| D. | CONSULTANT'S EXPERTS AND SUB-CONSULTANTS | 80 |
| 29. | Description of Key Experts | 80 |
| 30. | Replacement of Key Experts | 80 |

| | |
|--|----|
| 31. Removal of Experts or Sub-consultants | 80 |
| E. OBLIGATIONS OF THE CLIENT | 81 |
| 32. Assistance and Exemptions | 81 |
| 33. Access to Project Site | 81 |
| 34. Change in the Applicable Law Related to Taxes and Duties | 82 |
| 35. Services, Facilities and Property of the Client | 82 |
| 36. Counterpart Personnel | 82 |
| 37. Payment Obligation | 82 |
| F. PAYMENTS TO THE CONSULTANT | 82 |
| 38. Contract Price | 82 |
| 39. Taxes and Duties | 83 |
| 40. Currency of Payment | 83 |
| 41. Mode of Billing and Payment | 83 |
| 42. Interest on Delayed Payments | 84 |
| G. FAIRNESS AND GOOD FAITH | 84 |
| 43. Good Faith | 84 |
| H. SETTLEMENT OF DISPUTES | 84 |
| 44. Amicable Settlement | 84 |
| 45. Dispute Resolution | 84 |
| III. Special Conditions of Contract | 87 |
| IV. Appendices | 93 |
| Appendix A – Terms of Reference | 93 |
| Appendix B - Key Experts | 93 |
| Appendix C – Breakdown of Contract Price | 93 |

PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: " Hiring of a Consulting Firm for conducting "Impact Assessment Study for MCLLMP under MBMA"

RFP Reference No.: CS-31

Loan No: 88280- IN

Country: India

Date: January 25, 2024

To,

.....
.....
.....

Dear

1. The *Government of India* (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) (the "Bank") in the form of a "loan" (hereinafter called "loan" toward the cost of *Meghalaya – Climate Led Landscapes Management Project (CLLMP)*). Meghalaya Basin Management Agency (MBMA), an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the MBMA and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

The Client now invites proposal to provide the following consulting services (hereinafter called "Services) " **Hiring of a Consulting Firm for conducting Impact Assessment Study for MCLLMP under MBMA"**

2. More details on the Services are provided in the Terms of Reference (Section 7).
3. It is not permissible to transfer this RFP to any other firm.
4. A firm will be selected under *Quality Cost Based Selection* procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the

Bank's "[Procurement](#) Regulations for IPF Borrowers"[July 2016] ("Procurement Regulations"), which can be found at the following website: www.worldbank.org

RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Lump-Sum)

5. "Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals."
6. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,



Shri. Gunanka DB, IFS,
Additional Project Director
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Shalom Building, Lower Lachumiere.
Shillong – 793001
Email ID: mbdaprocurement@gmail.com

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant¹]* agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) “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).
- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any

¹[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.

- (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) "Government" means the government of the Client's country.
- (l) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (m) "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.
- (n) "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.
- (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides—the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) "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.
- (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of consultants, based on the SPD - RFP.
- (s) "SPD - RFP" means the Standard Procurement Document -Request for Proposals, which must be used by the Client as the basis for the preparation of the

RFP.

- (t) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (u) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains 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.
- (w) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or 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.
- 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 specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interest’s paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) 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 the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

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.

5. Fraud and Corruption

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) formally countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d, shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **PDS**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so, indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

- 6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

- 6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
- (i) The services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - (ii) Their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

- 6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

7. General Considerations

- 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.

- 8. Cost of Preparation of Proposal**
- 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.
- 9. Language**
- 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**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of

Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

**a. Extension of
Validity Period**

12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of
Key Experts at
Validity Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

**c. Sub-
Contracting**

12.9 The Consultant shall not subcontract the whole of the Services.

**13. Clarification and
Amendment of
RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted

Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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.

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.

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.

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

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.

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.

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**.

- 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.

15. Technical Proposal Format and Content

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

- 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.

- 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.

16. Financial Proposal

- 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**.

a. Price Adjustment

- 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**.

b. Taxes

- 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**.

c. Currency of Proposal

- 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.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. 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.

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.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

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.

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.

17.5 The original and all the copies of the Technical Proposal shall be placed inside 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]."

- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" "[Name of the Assignment] ", [reference number], [name and address of the Consultant], and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the 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**]".
- 17.8 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.
- 17.9 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 received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 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 Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 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, and may be subject to the application of prevailing Bank's sanctions procedures.
- 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 or

the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

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 ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) 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**.

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

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**.

22. Financial Proposals for QBS

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.

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.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), 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, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the

date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 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.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by 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 and to the Bank.

24. Correction of Errors

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.

a. Time-Based Contracts

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 included 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.

- 46
- b. Lump-Sum Contracts**
- 24.1.2 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 ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes**
- 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**.
- 26. Conversion to Single Currency**
- 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**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)**
- 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 with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- b. Fixed-Budget Selection(FBS)**
- 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
- c. Least-Cost Selection**
- 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a consultant to negotiate the Contract.

D. Negotiations and Award

- 28. Negotiations**
- 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.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

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 ITC 12. 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.

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.

b. Technical Negotiations

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.

c. Financial Negotiations

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.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

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 consultation with the Bank. The format for (i) providing information on remuneration rates in the case

of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

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.

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 the Bank's no objection, 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.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of

the Consultants;

- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons there for;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) Successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

| ITC Reference | A. General |
|---------------|---|
| 1 (b) | <i>India</i> |
| 2.1 | Name of the Client: <u>Meghalaya Basin Management Agency (MBMA)</u> Method of selection: <u>Quality Cost Based Selection</u> as per the Procurement Regulations (available on www.worldbank.org) |
| 2.2 | Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: "Hiring of a Consulting Firm for conducting "Impact Assessment Study for MCLLMP under MBMA" |
| 2.3 | A pre-proposal conference will be held: Yes Date of pre-proposal conference: 31 st January, 2024 Time: 1100 Hrs. O/o MegLIFE, Procurement Unit, 2nd Floor, Shalom Building, Lower Lachumiere, Shillong -793001, Meghalaya. Tel. no. 0364-2522921/2522992 Email ID: mbdaprocurement@gmail.com |

- 2.4 **Client's input and counterpart personnel including Data and Facilities to be provided by the Client:**
- Office space to the Consulting team with internet facilities, if required during the course of consultancy tasks, upon request addressed to the designated Point of Contact
 - Conference hall/meeting rooms as may be required during the course of the assignment for the purpose of making a presentation, submission of reports, workshops, brainstorming sessions and meetings
 - Necessary documents such as previous reports for use and reference of the Consulting Team already available with MBDA/MBMA to facilitate execution of the assignment

4.1 *Not Applicable*

- 6.3.1 A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr

B. Preparation of Proposals

- 9.1 This RFP has been issued in the English language.
Proposals shall be submitted in English language.
All correspondence exchange shall be in English language.

- 10.1 The Proposal shall comprise the following:
For FULL TECHNICAL PROPOSAL (FTP):
1st Inner Envelope with the Technical Proposal:
(1) Power of Attorney to sign the Proposal
(2) TECH-1
(3) TECH-4
(4) TECH-5
(5) TECH-6
AND
2nd Inner Envelope with the Financial Proposal (if applicable):
(1) FIN-1
(2) FIN-2
(3) FIN-3
(4) FIN-4
(5) Statement of Undertaking (if required under Data Sheet 10.2 below)

- 10.2 **Statement of Undertaking is required**
Yes

- 11.1 **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**
Not Applicable

- 12.1 **Proposals must remain valid for 120 days after the proposal submission deadline.**

| | |
|--|---|
| 13.1 | <p>Clarifications may be requested no later than <i>January 30, 2024</i></p> <p>The contact information for requesting clarifications is: mbdaprocurement@gmail.com</p> |
| 14.1.1 | <p>Shortlisted Consultants may associate with: Not Applicable</p> |
| <p>14.1.2 (Do not use for Fixed Budget method)</p> | <p>Estimated input of Key Experts' time-input: 30 person-months.</p> |
| <p>14.1.3 for time- based contracts only</p> | <p><i>Not Applicable</i></p> |
| <p>14.1.4 and 27.2 use for Fixed Budget method</p> | <p>Not Applicable</p> |
| <p>15.2</p> | <p>The format of the Technical Proposal to be submitted is: Simplified Technical Proposal</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> |
| <p>16.1</p> | <p><i>Reimbursable may include:</i></p> <ol style="list-style-type: none"> (1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>cost of office accommodation, including overheads and back-stop support;</i> (4) <i>communications costs;</i> (5) <i>cost of purchase or rent or freight of any equipment required to be</i> |

| | |
|---|---|
| | <p><i>provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <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 | <p>A price adjustment provision applies to remuneration rates:</p> <p>No</p> |
| 16.3 | <p>“Information on the Consultant’s tax obligations in the Client’s country can be found at www.incometaxindia.gov.in and/ or at www.gst.gov.in”</p> |
| 16.4 | <p>The Financial Proposal should state costs in the Client’s country currency (local currency): Yes (in Indian National Rupees – INR)</p> |
| <p>C. Submission, Opening and Evaluation</p> | |
| 17.4 | <p>The Consultant must submit:</p> <p>Technical and Financial Proposal: Hard Copy as per Section C (17) of the RFP to</p> <p>Address: O/o MegLIFE, Procurement Unit, 2nd Floor, Shalom Building, Lower Lachumiere. Shillong – 793001</p> <p>Email ID: mbdaprocurement@gmail.com</p> <p>Including a Soft Copy by email to mbdaprocurement@gmail.com</p> |
| 17.7 and 17.9 | <p>The Proposals must be submitted no later than:</p> <p>Date: February 9, 2024</p> <p>Time: 1500 Hrs. (Indian Standard Time)</p> |
| 19.2 | <p>In addition, the following information will be read aloud at the opening of the Technical Proposals: Not Applicable</p> |
| 21.1 (For STP) | <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> |

i) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):[50]**

- a. Approach and Methodology (20)
- b. Work Plan..... (20)
- c. Overall, Team organization and staffing..... (10)

[Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]

(ii) **Key Experts' qualifications and competence for the Assignment: [50]**

{Notes to Consultant: each position number corresponds to the same for the Key Experts and Non Key Expert in Form TECH-6 to be prepared by the Consultant}

- a) Position K-1: **[Team Leader & Senior Expert in Environment/Natural Resource Management- 1][20]**
- b) Position K-2: **[Senior Expert in Social Sciences - 1][10]**
- c) Position K – 3 **[Senior Environment Economist - 1] [5]**
- d) Position K – 4 **[Senior Analyst -1] [5]**
- Non- Key expert
- a) Position NK-1 **[Field Survey Coordinators – 6] [10]**

Total points for criterion (iii): [50]

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualifications (general education, Journalism, and Film making experience: [20%]
- 2) Adequacy for the Assignment (relevant experience in the sector/similar assignments): [70%]
- 3) *Working in the region - North Eastern part of India, knowledge of local language etc.* [10 %]

Total weight: 100%

Total points for the two criteria: 100

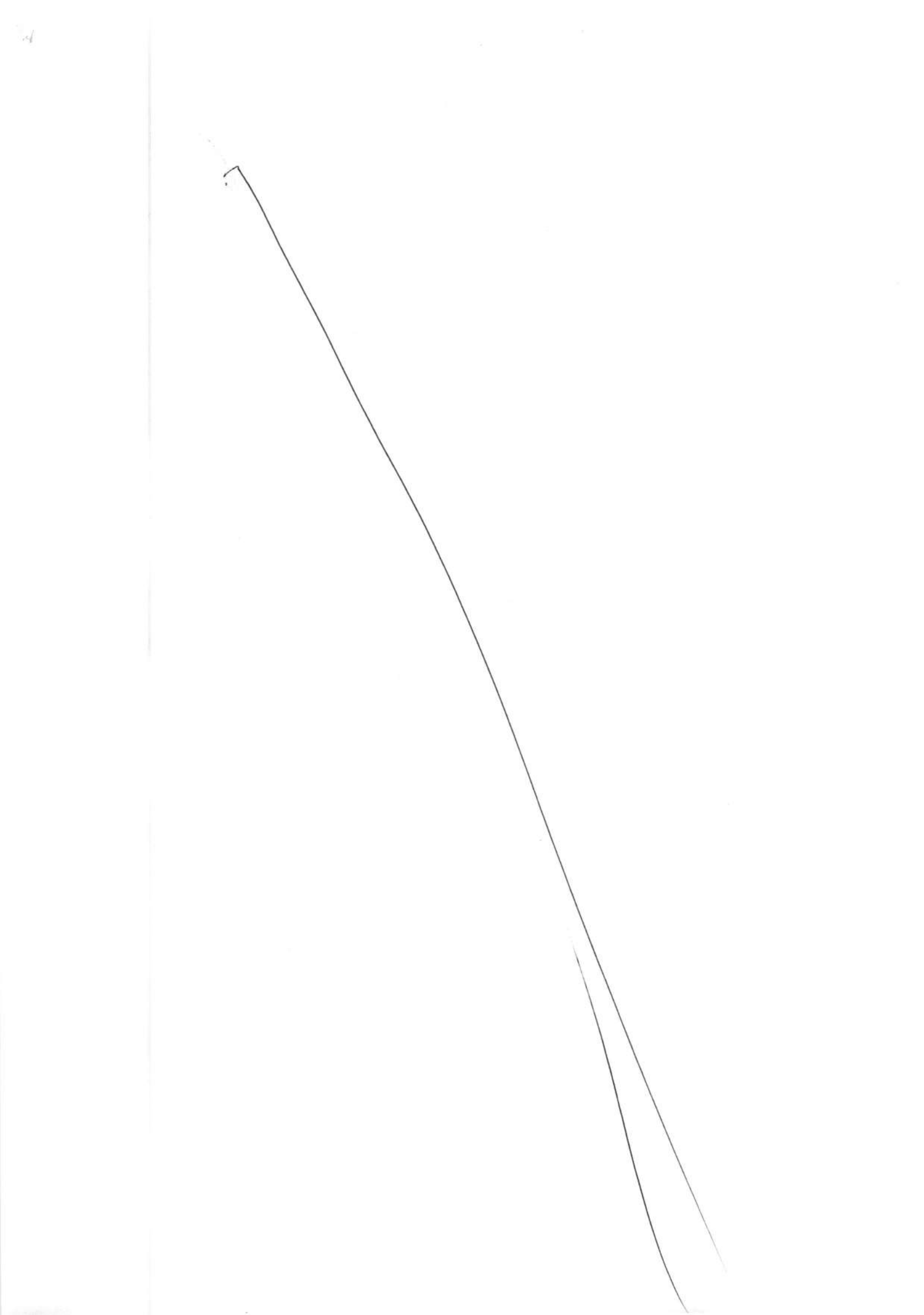
The minimum technical score (St) required to pass is: 70

| Public Opening of Financial Proposals | |
|--|--|
| 23.4 | An online option of the opening of the Financial Proposals is offered: No |
| 23.5 | Not Applicable |
| 25.1 | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST 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. |
| 26.1 | The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian National Rupees (INR) |
| 27.1 (QCBS only) | Not applicable |

D. Negotiations and Award

- 28.1** **Expected date and address for contract negotiations:**
Date: February- 2024

Address: O/o MegLIFE, Procurement Unit, 2nd Floor,
 Shalom Building, Lower Lachumiere.
 Shillong – 793001 Email ID: mbdaprocurement@gmail.com
- 34.2** **Expected date for the commencement of the Services:**
Date: March – 2024 at Shillong, Meghalaya, India



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

| Required for FTP or STP ✓ | | FORM | DESCRIPTION | Page Limit |
|---------------------------------|-----|----------------------|--|------------|
| FTP | STP | | | |
| ✓ | ✓ | TECH-1 | Technical Proposal Submission Form. | |
| ✓If applicable | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. | |
| ✓If applicable | | 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 | |
| | | TECH-2 | Consultant's Organization and Experience. | |
| | | TECH-2A | A. Consultant's Organization | |
| | | TECH-2B | B. Consultant's Experience | |
| | | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. | |
| | | TECH-3A | A. On the Terms of Reference | |
| | | TECH-3B | B. On the Counterpart Staff and Facilities | |
| | ✓ | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | |
| | ✓ | TECH-5 | Work Schedule and Planning for Deliverables | |
| | ✓ | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) | |

All pages of the original Technical and Financial 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:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) 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 and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].*

We hereby declare that²:

- (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 and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, 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 the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

² Consultant is required to submit full Tech – 1 form including this section from (a) to (h); omission of this may result in the proposal being considered as Non-Responsive.

- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

FORM TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

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. *[If required under Data Sheet ITC32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

-
1. List only previous similar assignments successfully completed in the last [03] years.
 2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.

| 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.2009– Apr.2010 } | {e.g., “Improvement quality of.....”: designed master plan for rationalization of; } | {e.g., Ministry of, country } | {e.g., INR 1 mill/ INR 0.5 mill } | {e.g., Lead partner in a JV A&B&C } |
| | | | | |
| {e.g., Jan-May 2008 } | {e.g., “Support to sub-national government.....”: drafted secondary level regulations on..... } | {e.g., municipality of....., country } | {e.g., INR 0.2 mil/ INR 0.2 mil } | {e.g., sole Consultant } |
| | | | | |

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**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
 - c) Organization and Staffing}
-
- 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. 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.}

40^c



FORM TECH-5 (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) delivery of final report to Client} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| D-2 | {e.g., Deliverable #2:.....} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

- 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 (FTP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

| Nº | 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 country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input
Pa  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 information 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) | |
| | |
| | |

Experts 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, as and when necessary, 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, and/or sanctions by the Bank.

{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

{*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
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 ITC 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 valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|-------------------------------|------------------------|--------------------------------------|
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

{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 |
|--|---|
| | {Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used} |
| | In Local Currency (Indian National Rupees; INR) |
| Cost of the Financial Proposal | |
| Including: | |
| (1) Remuneration | |
| (2) Reimbursable | |
| 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., GST tax} | |
| (ii) {insert type of tax} | |
| <u>Total Estimate for Indirect Local Tax:</u> | |

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

| A. Remuneration | | | | | |
|-----------------|------------------------|-------------------------|--------------------------------|--|----------|
| No. | Name | Position (as in TECH-6) | Person-month Remuneration Rate | Time Input in Person/Month (from TECH-6) | {in 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

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

| B. Reimbursable Expenses | | | | | |
|---------------------------------|---|----------|--------------|----------|----------|
| N o | Type of Reimbursable Expenses | Unit | Unit Cost | Quantity | {in 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:

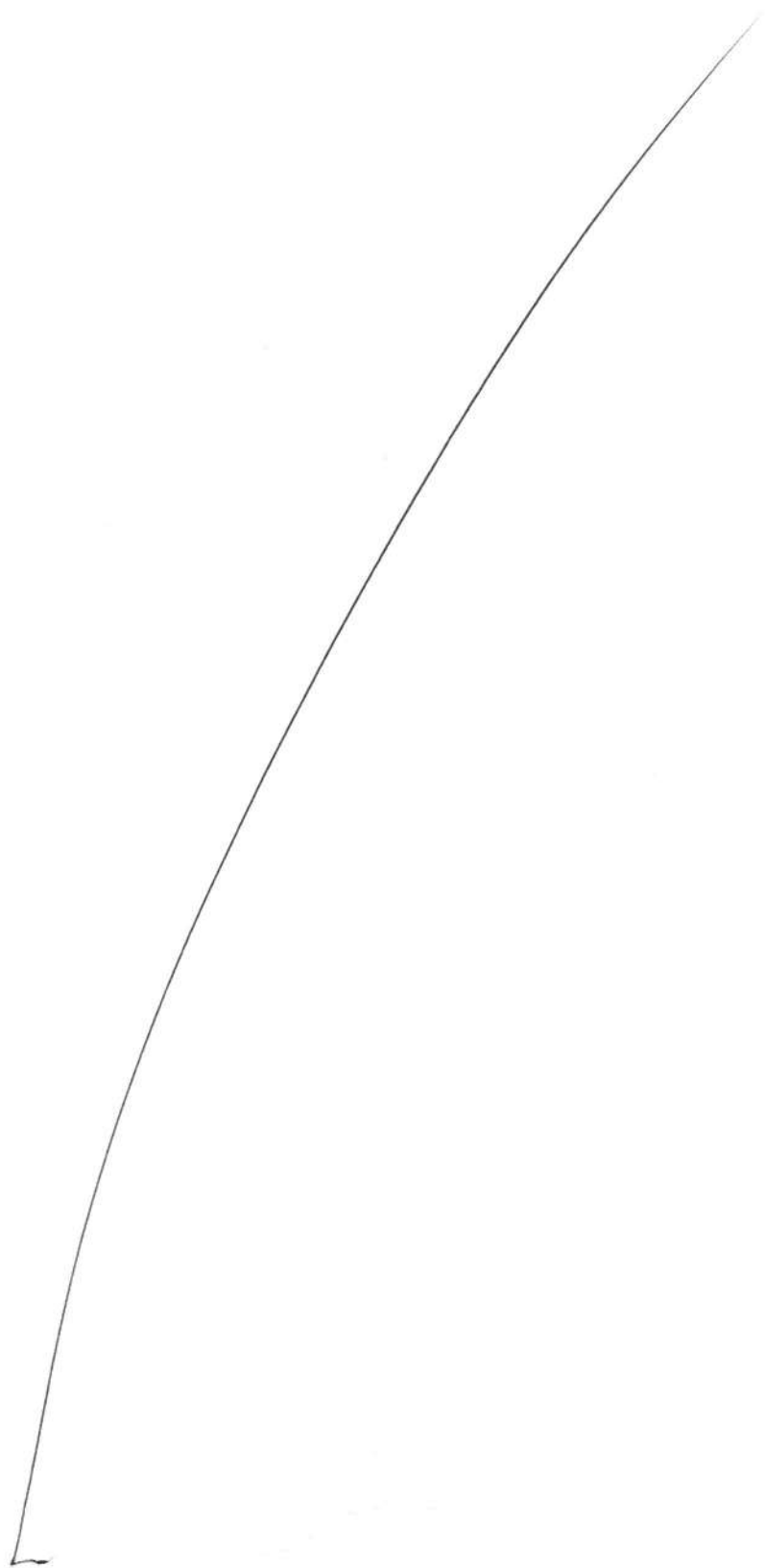
“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): NONE

Under the ITC 6.3.2 (b): NONE



Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;³ (ii) to be a nominated⁴ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁵ all accounts, records and other documents relating to the procurement process, selectio and/or contract execution, and to have them audited by auditors appointed by the Bank.

³ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁴ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁵ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference

For Hiring of a Consulting Firm for conducting ***"Impact Assessment Study for MCLLMP under MBMA"***

1. Project Background

The Government of Meghalaya is in receipt of a loan from the International Bank for Reconstruction and Development (IBRD) for a project titled 'Meghalaya Community-led Landscape Management Project' (MCLLMP). MCLLMP is implemented by Meghalaya Basin Management Agency (MBMA) as per the finance agreement signed on 16-04-2018. The project cost is \$55 million inclusive of the loan of \$48 million (revised to US\$ 43 million) (78%) from World Bank and Government of Meghalaya Share of \$12 million (22%). The project period has been extended upto June 30, 2024.

The main objective of the project is to manage and conserve natural resources so that it supports accelerated economic growth and to institutionalize and demonstrate a model for governments (both state and central) support to "community-led management of natural resources" in the country.

Project Components:

Component 1: Strengthening knowledge and capacity of communities for NRM.

Component 2: Community-led landscape Planning and Implementation.

Component 3: Project Management and Governance at the State, District level and Village level.

Project Implementation: The Meghalaya Basin Management Agency has put in place the State Project Management Unit at the State level was established in 2018 and the District Project Management Units at the districts level for implementation of the project in collaboration with other partners, namely, (a) the Village Natural Resources Management Committee (VNRMC) at the Village level in critical landscape villages identified and selected for Community Natural Resources Management(CNRM) intervention and also (b) the Department of Soil and Water Conservation, Water Resource Department, Forest Department, etc., which shall provide technical inputs to communities in preparation of CNRM plans and implementation of the CNRM plans.

Project Implementation Guidelines: The project is to be implemented in accordance with the Legal Agreement for the Project. Other reference documents

are IBRD (World Bank), Procurement regulations, Project Implementation Manual and Community Operations Manual as updated from time to time.

Project coverage: Project area covers 400 villages in 'very critical' and 'critical' (degraded) landscapes. It also extends training to communities across 6000+ villages. The population is located in rural areas of Khasi, Jaintia and Garo Hills where the project supports traditional tribal institutions to promote community led planning and treatment of these landscapes.

The Project target group in core 400 villages are involved in natural resource management with treatment of catchment areas to rejuvenate the water resource, the springs; agro-afforestation; forest conservation and forest fire management; mine rehabilitation; raising nurseries, composting, etc. Through various fund categories, the project activities has been extended outside the core 400 project villages; say under Catalytic fund 259 villages, under Cluster Development Fund 22 villages, Grassroot Innovation Fund 18 villages, National Innovation Fund addressing conservation of Living Roots Bridges in 45 villages, National Innovation Fund sustaining traditional food in 89 villages, Treatment of Mine Spoilt Land in 36 villages, Spring Mapping exercise in 4,400 villages, Sloping Agricultural Land Technology in 310 villages, Seedball Initiative in 1,800 Schools across the state, community computers in 718 schools and NRM training imparted in 6032 villages across the state. I

This Terms of Reference deals with hiring a suitably qualified and experienced consultancy firm (henceforth referred to as 'Consultant') to undertake the proposed Impact Assessment of the Project. The methodology for impact assessment will involve both quantitative and qualitative approaches in 30 % of project villages (120 nos.) and the required number of control of villages. The project is being implemented in the following regions of Khasi, Jaintia and Garo hills:

- Khasi Hills Region 188 nos. of Project villages
- Jaintia Hills Region 50 nos. of Project villages & in
- Garo Hills Region 162 nos. of Project villages

The intended outcome for CLLMP is to reduce poverty, increase food production, protect ecosystems and increase resilience to climate change through improved management of their Natural Resources with the active participation of more than 100000 Village Natural Resource Management Committee members over a period of 5 years. More information on the Project activities can be found on www.cllmp.com

2. **Objective of the Impact Assessment:** The objective of the Impact Assessment is to assess the physical and socio-economic status of the targeted areas and their households where the MCLLMP is being implemented and compare with the Control Group Villages on a sample basis. In addition, using the Focus Group

Discussions (FGD) and case studies methods, the aim is to assess beneficiaries' experiences and their perceptions of the projects' effectiveness, document successes, challenges and lessons learned, and develop recommendations for future.

- a. The assessment should:
 - i. Focus on key indicators required to measure the goals, outcomes and impact of activities mentioned in the Project's Results Framework (see Annex 1)
 - ii. Provide comparison with the selected baseline survey indicators that was conducted for the MCLLMP. In addition, compare with sample Control Group villages
 - iii. Assess how the MCLLMP was successful in relation to the five evaluation criteria (relevance, efficiency, effectiveness, sustainability and impact) and
 - iv. Evaluate the specific strategy and tactics for the areas of concern as outlined in Appendix 2 in relation to design and implementation modalities.
- b. The assessment of Project performance should have a special emphasis on:
 - i. Relevance – how and to what extent the project activities are consistent with the target group's needs, local condition requirements, and institutional priorities
 - ii. Effectiveness – to what extent the project interventions contributed to the project's high-level objectives and outcomes, and the level of achievement in terms of undertaking activities as per the project design and MCLLMP
 - iii. Efficiency – are the project inputs (such as financial, institutional development, etc.) and resources translated into concrete results in an economically feasible manner (based on the assessment of implementation delays, technical capacity issues; operational efficiency, and the economic rates of return)
 - iv. Sustainability – to what extent the project benefits extend beyond the project duration including the assessment of the anticipated results and risks
 - v. Impact – what are the actual and expected changes occurred in the rural community and target group (including positive and negative, direct and indirect) as a result of project interventions
 - vi. Gender Equality and Women Empowerment – to what extent the project contributed to the gender equality and empowerment as outlined in the project design documents

In addition to the above, the impact assessment study should discuss:

- i. **Innovation:** In what aspects did the project implement or support innovative solutions to meet the needs of the target groups, provide unique methods to overcome challenges, and demonstrate exemplary approaches within the landscape development context
- ii. **Lessons Learned:** What are the key results (both positive and negative), insights, stories, and messages learned from MCLLMP project worthwhile reporting to improve the design and implementation of the future projects

3. Project scope:

Component 1: This component focuses on strengthening of knowledge and capacities for improved NRM through various sub-components mentioned below

Building local capacity and institutions at village levels including village level NRM Committee composed of representatives from every family in the village, capacitating youths in the village as Village Community Facilitators, procurement committee, to anchor and implement the project. This includes research and studies, training and capacity building, establishment of monitoring and evaluation systems, identification and support for scaling up innovative and good practices that addresses the project's priorities, and lesson learning. Under this component, the project seek to establish a Centre of Excellence that will be the nodal agency for NRM in the state, while also acting as a repository of the various lessons and good practices.

Component 2: This component focuses on community plan preparation and implementation. The project has a detailed community operational manual according to which community institution is built and the NRM plans are to be prepared. GIS technology and PRA exercise is being carried out prior to plan preparation. Component 2 comprises the major portion of the village investment cost in the targeted 400 villages with a physical target of 32,500ha of land to be brought under sustainable landscape management under the project. The 3rd sub-component of component 2 is the implementation support component which primarily is procurement of assets for the project.

Component 3: This component of the project deals with funds related to admin and human resources.

4. **Duration of the Contract for Impact Assessment:** The Meghalaya Basin Management Agency shall enter into contract with the Consultant to conduct Impact Assessment for the period of three months starting from March till May 2024. This contract will end on 31st May 2024.

5. Coverage

The project is implementing in 11 Districts covering 38 Blocks, 400 villages and 60,500 households with over 1,20,000 VNRMC members. The assignment will cover the project areas and in few control villages through an appropriate sampling.

6. Methodology

- i. The proposed Impact Assessment Survey will be used to collect data to measure the extent to which the project has achieved intended impacts and project outcomes and compare with Control group villages. The Survey will consider having a representative sample from beneficiaries, attribution of impact through interviewing both beneficiaries and non-beneficiaries, and provide results for impact level indicators as per the Results framework. Both quantitative and qualitative methods will be used by the Consultant to assess the impact of the project. A statistically sound sampling methodology will be designed in collaboration with MBMA - SPMU. The Consultant needs to prepare a technical document outlining the survey sampling methodology and roll-out plan.
- ii. The Consultant shall be responsible for the development of stratified random sampling method in consultation with MBMA - SPMU. The sampling selection will consider control groups and will be based on beneficiary/non-beneficiary and the project target areas including the targeted communities, villages and districts.
- iii. The Impact Assessment will be undertaken in close consultation with the relevant staff of the project. The Final Impact Assessment report, duly approved and accepted by MBMA is to be submitted to MBMA by **May 2024**.

7. Scope of Work

The assignment will comprise three stages:

- i. Preparation
- ii. Implementation
- iii. Data analysis and reporting as detailed in the Gantt Chart at Table F.

The Consultant shall present the findings of the survey to all stakeholders via a Workshop for collating feedback prior to finalization of the report. Progress reports on key deliverables may be requested during and at the completion of each stage. The specific activities include:

Preparation

- i. Review the MCLLMP design documents and identify the key requirements for the Impact Assessment
- ii. Review the programme Results framework and identify assessment methodology required for each of the predetermined indicators to be measured on the Projects Goal/Impact and Objectives/Outcome levels

- iii. Review the results of the MCLLMP Baseline Survey, as well as the relevant data collected by MCLLMP M&E system; identify the data gaps and develop proxy indicators as necessary
- iv. Identify and review available sources of secondary data; assess primary data collection requirements
- v. Develop a full technical document discussing the survey instruments including sampling methodology, stratification details, and statistical assessment criteria; develop the sampling framework with a brief action plan
- vi. Prepare the questionnaires (for survey and FGD), other survey tools, and the database system for data entry. The questionnaire should be comprehensive enough to cover the indicators as outlined in the Goals/Impact and Objectives/Outcomes level of the project result framework matrix
- vii. Preparation of training materials and detailed interviewer manual (and supervisor manual, if necessary)
- viii. Establish proper data quality procedures (i.e. avoiding duplications and controlling data integrity issues)
- ix. Prepare an outline for the final report for the outcomes of the survey and the FGDs

Implementation

- i. Consultant will assign enumerators and provide the training and the supervision of the field staff; The Consultant should also dedicate one team leader for each District for effective coordination and to ensure that the enumerators follow the established guidelines and procedures
- ii. Undertake a pilot survey in one of the selected settlements to test the methodology and questionnaire, and in discussion with relevant MCLLMP project staff review the methodology/questionnaire as necessary
- iii. Conduct field visits and manage the necessary processes for data collection and audio/video recording of FGDs. Coordinate data collection work and ensure full compliance with the data entry protocols, data privacy and protection rules, and the transcripts; the assessment process should respect ethical best practices in terms of obtaining consent from interviewees and respecting their right to privacy

Analysis

- i. Analyze and interpret the data/information collected using household survey and FGD, taking into consideration the goal, objectives, outcome and outputs and target group of MCLLMP; place emphasis on analyzing the results from the viewpoint of data triangulation
- ii. Prepare a detailed report and analysis based on the submitted outline during the preparation phase. Modify and amend the report, if necessary, based on the feedback from MBMA – SPMU

Final Workshop

- i. The Impact Assessment results should be presented to the SPMU relevant staff and to the representatives of different partners and stakeholders
- ii. The costs related to the arrangements of the workshop will be compensated by the MCLLMP project including the travel and hotel accommodations of the participants and the booking of the conference rooms. Any necessary printed materials including brochures to be distributed during the workshop will also be covered by the Consultant.

Prior to implementation of the survey, MBMA/SPMU will review and approve the tools and methodologies.

8. The Report / Main Deliverables

- i. Impact Assessment Inception Report – to be submitted within three calendar weeks of the date of contract signing. This report will include a fully elaborated Impact Assessment proposal including the approach and proposed survey instruments, sampling frames and sampling methodology, interviewing method, number of FGDs and the number of participants and locations, draft questionnaires and other survey tools, data processing and analysis methodology, outline of the final report and schedule of activities
- ii. Pilot Survey Report – to be submitted within one calendar week of the submission of the Impact Assessment Inception Report. This report will provide the results of a small pilot survey together with proposed changes to the survey instrument and questionnaire
- iii. Draft Impact Assessment Reports – for both household survey and FGD to be submitted within eight calendar weeks of the date of contract signing
- iv. Final Impact Assessment Reports – to be submitted after one calendar week of the date of submission of the draft impact survey report. The final reports should be written in a clear and simple style, documenting the results of the Impact Assessment in accordance with the above terms of reference. The report will be written based on the submitted and approved outline during the preparation phase
- v. Final Workshop – within one calendar week of the submission of the Impact Assessment Report, the results should be presented to MCLLMP staff and representatives of different partners and stakeholders
- vi. The Final Impact Assessment Report will be submitted in English (6 copies each) languages. All reports and data collected must be provided to the project, together with copies of all questionnaires, audio/video recordings (if any), transcripts and all other relevant material and information collected or generated during the survey
- vii. **Proposed Time Schedule for Impact Assessment Study**

| Time Schedule for Impact Assessment Study | WEEK (after contract sign) | | | | | | | | | |
|---|----------------------------|---|---|---|---|---|---|---|---|----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |

| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|
| Inception and Planning | | | | | | | | | | |
| Development of Methodology, Questionnaires & Data Management tools | | | | | | | | | | |
| Training of Enumerators | | | | | | | | | | |
| Field Works (data collection and entry) | | | | | | | | | | |
| Analysis and Submission of Draft Report | | | | | | | | | | |
| Workshop and Presentation | | | | | | | | | | |
| Submission of Final Report | | | | | | | | | | |

9. Logistics

MBMA will not provide office space, computer, copying and printing services, telephone service or facilities for workshops, travelling cost etc. It is hence advisable to include all these costs with prices in the financial proposal.

10. Documents to be provided by MBMA

- i. MCLLMP Project Appraisal Document
- ii. Project Implementation Plan
- iii. Community Operational Manual
- iv. MCLLMP Baseline Survey Report and Data
- v. MCLLMP Mid Term Report
- vi. Annual M&E reports and project output reports

11. Team Composition and Qualifications/Experience requirement of the Key Expert(s) & Non-Key Experts

Following is the indicative manpower requirement for the assignment, which must include Key Experts of suitable qualifications and experience for the key positions as tabulated below indicating the minimum qualifications and experience of key experts

| Key Position | Indicative Expected Role | Minimum Qualifications and Experience | Indicative Responsibilities | Estimated Staff Months |
|--|--------------------------|--|---|------------------------|
| <p>K – 1</p> <p>Designation: Team Leader & Senior Expert in Environment/Natural Resource Management</p> <p><i>Number: 1</i></p> | Team Leader | <p>Minimum Qualification:</p> <ul style="list-style-type: none"> ➤ Post graduate degree (MSc, M.A. and/or PhD degree) ➤ Specialized in Environmental studies <p>Professional Experience:</p> <ul style="list-style-type: none"> ➤ More than 15 years of professional experience in relevant subject ➤ Experience in working with Governmental Organizations, externally aided project, etc. ➤ Experience of being Team Lead in similar project/assignments ➤ In depth knowledge and experience of cross cutting issues and thematic areas ➤ Experience in forest and natural resource management and water policies ➤ Working experience in NRM related projects / program management activities ➤ Working experience in the design and implementation of impact assessment surveys on Natural Resource | <ul style="list-style-type: none"> i. Responsible for the development of the work plan and implementation of the impact assessment study and revises as appropriate to meet changing needs and requirements ii. He/she will ensure that positive and productive working relations and regular communication are maintained with the SPMU iii. He/she will ensure accordance of the developed methodology and activities to the needs and expectations of the project administration iv. He/she will manage the overall processes of the design of the survey methodology, focus group discussions, questionnaire, data entry tools, reporting, and the arrangements of the final workshop v. He/she will ensure that the coordination mechanism is working properly with the field supervisors and the proposed activities are rolled out before the deadlines vi. He/she will attend the working groups and other activities | 2.04 |

| | | | | |
|--|-------------|---|---|---|
| | | <p>management</p> <ul style="list-style-type: none"> ➤ Experience in working with tribal communities | <p>conducted by the VNRMC</p> <p>vii. Understand the project goals, objectives and the interventions through desk review of relevant project documents, and discussions with the project implementers and stakeholders</p> <p>viii. Build and articulate the study hypotheses, assumptions, and risks to guide the design processes and ensure that the questionnaire and focus group discussions are in line with the requirements</p> <p>ix. Communicate the landscape objectives in the Results framework proactively and lead the integration of landscape dimension into the impact assessment study</p> | |
| <p>K – 2</p> <p>Designation: Senior Expert in Social Sciences</p> <p><i>Number: 1</i></p> | Team Member | <p>Minimum Qualification:</p> <ul style="list-style-type: none"> ➤ Post graduate degree (in social sciences) ➤ Specialized in community mobilization or rural development ➤ Fluency in English & Hindi <p>Professional Experience:</p> <ul style="list-style-type: none"> ➤ More than 10 years of professional experience in relevant subject ➤ Experience in working with | <p>i. Understand the project goals, objectives and the interventions through desk review of relevant project documents, and discussions with the project implementers and stakeholders</p> <p>ii. Build and articulate the study hypotheses, assumptions, and risks to guide the design processes and ensure that the questionnaire and focus group discussions are in line with the requirements</p> <p>iii. Provide insights and interpretations</p> | 2 |

| | | | | |
|--|-------------|--|---|---|
| | | <p>Governmental organizations, externally aided projects, NGOs, etc.</p> <ul style="list-style-type: none"> ➤ In depth knowledge and experience of cross cutting issues and thematic areas Experience in rural development, agriculture, social analytical works ➤ Experience of working with tribal communities ➤ Experience in social policy design, strategy development, social analysis, or any other related discipline | <p>from social sciences perspectives to improve the design, analysis, and reporting</p> <ul style="list-style-type: none"> iv. Contribute in the development of survey and focus group questionnaire by integrating the cross-cutting issues and thematic aspects during the design stage; v. Work closely with senior analyst to review and interpret the readings from the data and support the team by providing in depth insights from the social policy contexts | |
| <p>K – 3</p> <p><i>Designation:</i> Senior Environment Economist</p> <p><i>Number:</i> 1</p> | Team Member | <p>Minimum Qualification:</p> <ul style="list-style-type: none"> ➤ Ph.D./Masters in Environmental Economics, Resource Economics, Economics or a closely related field ➤ Fluence in English and Hindi <p>Professional Experience:</p> <ul style="list-style-type: none"> ➤ More than 10 years of professional experience in relevant subjects in leading economic assessments for NRM projects ➤ Proven track record of publications or reports in the field of environmental economics ➤ Experience in working with | <ul style="list-style-type: none"> i. Conduct economic analyses related to NRM, including cost-benefit analysis ii. Assess the economic implications of various NRM policies and practices iii. Develop models and tools for economic assessments in the context of NRM iv. Evaluate the distributional impacts of the NRM project on different social and economic groups v. Analyze market and non-market values associated with natural resources | 2 |

| | | | | |
|---|-------------|---|--|---|
| | | <p>Governmental Organizations, externally aided projects, etc.</p> <ul style="list-style-type: none"> ➤ Advanced proficiency in economic modeling and data analysis tools ➤ Experience in applying innovative economic approaches to address environmental challenges ➤ Having practical experience in conducting economic assessments, cost-benefit analyses, or impact studies, preferably in the context of Natural Resource Management (NRM) projects ➤ Strong analytical and statistical skills ➤ Proficiency in relevant software for economic modeling and analysis ➤ In-depth knowledge of global and regional environmental issues and their economic implications | | |
| <p>Key Expert; K –4</p> <p>Designation: Senior Analyst</p> <p><i>Number: 1</i></p> | Team Member | <p>Minimum Qualification:</p> <ul style="list-style-type: none"> ➤ Post graduate degree (MSc, M.A. and/or PhD degree) in statistics, economics, business administration, social sciences, or other related fields ➤ Fluency in English and Hindi | <ul style="list-style-type: none"> i. Understand the project goals, objectives and the interventions through desk review of relevant project documents, and discussions with the project implementers and stakeholders ii. Develop statistically sound sampling methodology and lead the design of questionnaire forms in consultation | 2 |

| | | | | |
|--|--|--|---|-------------|
| | | <p>Professional Experience:</p> <ul style="list-style-type: none"> ➤ More than 10 years of professional experience in relevant subject ➤ Experience in working with Governmental Organizations, NGOs, externally aided projects, etc. ➤ In depth knowledge and experience of cross cutting issues and thematic areas Experience in rural development, agriculture, and/or social policies ➤ A minimum of 7 years of professional experience. ➤ Experience in data/business analyst, statistician, or data specialist, or program specialist ➤ Must have practical experience in using statistical software or data mining tools ➤ Working experience in the design and implementation of surveys, analysis of panel data, mapping survey results, and/or data mining | <p>with SPMU based on the project results framework and as described</p> <ul style="list-style-type: none"> iii. Ensure that the data collection tools are properly designed, data entries are managed according to the guidelines, enumerators receive training on the data entry protocols iv. Ensure that the collected data is consolidated and maintained/stored/secured in proper database platform v. Carry out data analysis works of the survey data to extract useful insights, benchmark against the control vi. Group and baseline data, and update the Results framework vii. Report the findings in a proper format and in line with the project log frame, discuss the results and implications, and assist the project coordinator in the completion of reports viii. Respond the adhoc inquiries from the project management when requested in a timely manner ix. Develop proper data management tools to capture qualitative information from focus group discussions and conduct categorical analysis to meaningfully report on the qualitative data | |
| | | TOTAL | | 8.04 |

Please note CVs of only key experts will be evaluated.

In addition, the selected firm will ensure adequate technical experts and supporting staff with necessary skill sets to enable it to sufficiently perform the assignment. Indicative non-key experts suggested.

| | | | | |
|--|--------------------|--|---|-----------|
| <p>Non-Key Expert; NK –1 <i>Designation:</i> Field Survey Coordinators</p> <p><i>Number:</i> 6</p> | <p>Team Member</p> | <p>Minimum Qualification:</p> <ul style="list-style-type: none"> ➤ Post graduate degree or Bachelor degree in statistics, economics, business administration, social sciences, or other related fields ➤ Fluency in English and local language (Khasi & Garo) <p>Professional Experience:</p> <ul style="list-style-type: none"> ➤ More than 8 years of professional experience in relevant subject ➤ Experience in working with Governmental Organizations, non-governmental organization, ➤ In depth knowledge and experience of cross cutting issues and thematic areas ➤ Experience in rural development, agriculture, and/or social policies ➤ Experience as a field | <ul style="list-style-type: none"> i. Responsible in the overall coordination of enumerators (assigned by the Consultant) during the survey implementation ii. Provide trainings on the questionnaire, data entry protocols, and beneficiary communication etiquette before the implementation iii. Monitor the quality of data collection processes to endorse or request renewal of the survey on a case-by-case basis iv. Provide technical assistance to enumerators and be on call whenever needed to respond the inquiries during the implementation v. Set and execute control/spot check procedures to ensure that the surveys are being conducted according to the desired quality standards vi. Provide regular updates on the implementation progress to SPMU when requested | <p>12</p> |
|--|--------------------|--|---|-----------|

| | | | | |
|--|--|--|--|--|
| | | coordinator, survey team leader, or in a similar role | | |
|--|--|--|--|--|

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12. Reporting Requirements, Time Schedule and Payment Terms for Deliverables/ Completion of Tasks:

| S. no | Deliverables (Reports/Activities) | Hard Copy/E-copy | Number of Copies [if Hard Copy] and Word Format [if e-Copy] | Time Schedule | % of Contract Amount to be Released* |
|-------|---|--------------------|---|---|--------------------------------------|
| 1 | Inception Report [outlining approach/methodology/work plan/draft headings and design of report] | E-copy | E-copy | 1 week after signing the contract agreement | 10 |
| 2 | Draft Report | E-copy | E-copy | 8 weeks from signing the contract agreement | 50 |
| 3 | Final Report | E-copy & Hard Copy | 6 Nos of Hard Copies | 9 weeks from signing the contract agreement | 40 |

*** Note:**

- All payments shall be made upon acceptances of deliverables by MBMA
- Late submission of the final report and survey documents will attract penalties of 5% of the total contracted amount.

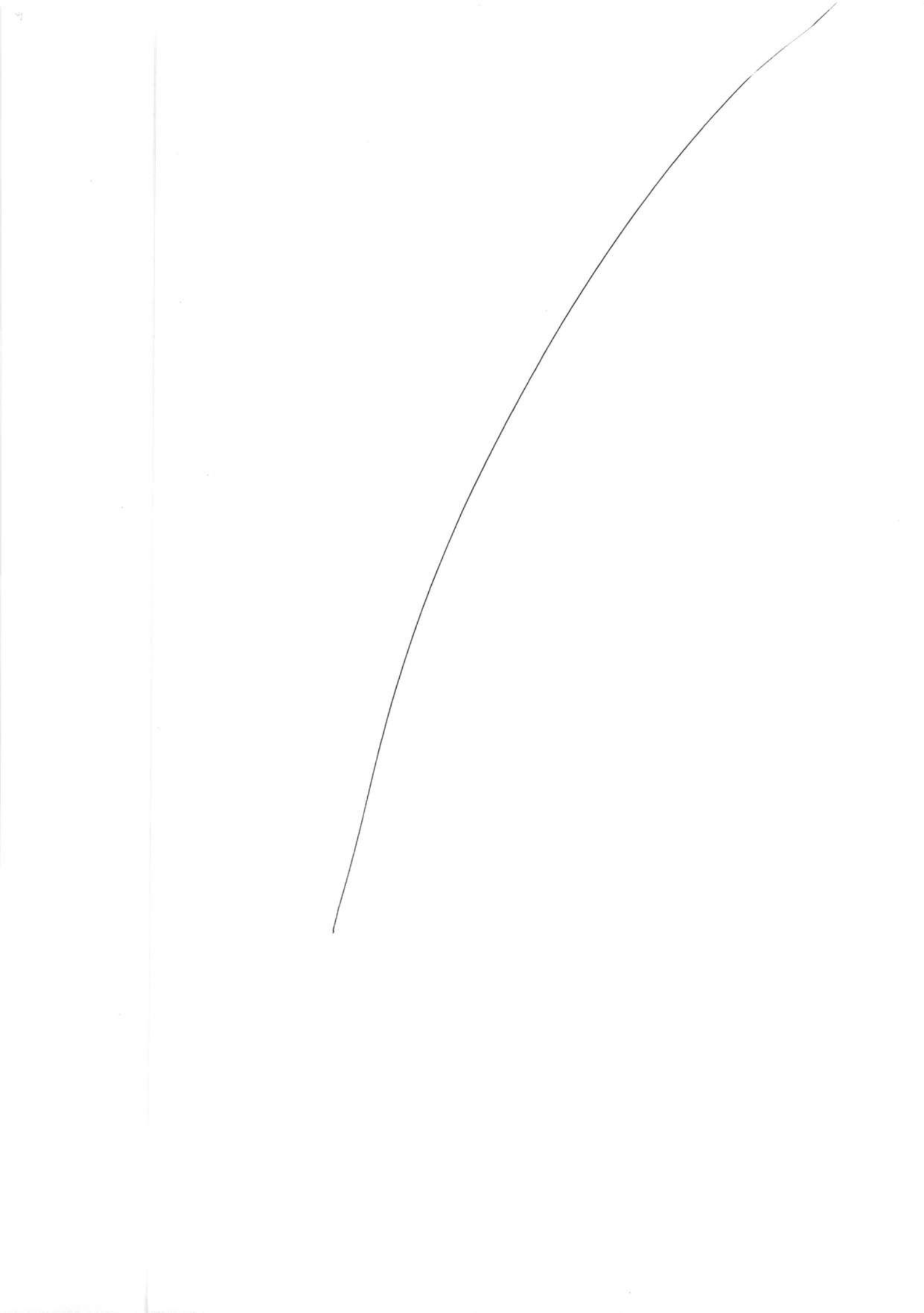
13. Reporting Arrangements:

- The Consultant will be reporting on a day-to-day basis to the Technical Lead person - Shri. T. Jude Xalxo, DPD - CLLMP.

14. Composition of the Review Committee and Review Procedures to Monitor Consultant's Work

- Additional Project Director, CLLMP
- Deputy Project Directors, CLLMP,
- General Manager, Knowledge Management, CLLMP
- Procurement Specialist.

- All Primary data collected, and database used for analysis will be the property of MCLLMP.



STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

Contents

| | | |
|-----|--|----|
| I. | Form of Contract | 69 |
| II. | General Conditions of Contract | 71 |
| A. | GENERAL PROVISIONS | 71 |
| 2. | Relationship between the Parties | 72 |
| 3. | Law Governing Contract | 72 |
| 4. | Language | 72 |
| 5. | Headings | 73 |
| 6. | Communications | 73 |
| 7. | Location | 73 |
| 8. | Authority of Member in Charge | 73 |
| 9. | Authorized Representatives | 73 |
| 10. | Fraud and Corruption | 73 |
| B. | COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT | 74 |
| 11. | Effectiveness of Contract | 74 |
| 12. | Termination of Contract for Failure to Become Effective | 74 |
| 13. | Commencement of Services | 74 |
| 14. | Expiration of Contract | 74 |
| 15. | Entire Agreement | 74 |
| 16. | Modifications or Variations | 74 |
| 17. | Force Majeure | 74 |
| 18. | Suspension | 76 |
| 19. | Termination | 76 |
| C. | OBLIGATIONS OF THE CONSULTANT | 78 |
| 20. | General | 78 |
| 21. | Conflict of Interest | 79 |
| 22. | Confidentiality | 80 |
| 23. | Liability of the Consultant | 80 |
| 24. | Insurance to be taken out by the Consultant | 80 |
| 25. | Accounting, Inspection and Auditing | 80 |
| 26. | Reporting Obligations | 81 |
| 27. | Proprietary Rights of the Client in Reports and Records | 81 |
| 28. | Equipment, Vehicles and Materials | 81 |
| D. | CONSULTANT'S EXPERTS AND SUB-CONSULTANTS | 82 |
| 29. | Description of Key Experts | 82 |
| 30. | Replacement of Key Experts | 82 |
| 31. | Removal of Experts or Sub-consultants | 82 |
| E. | OBLIGATIONS OF THE CLIENT | 82 |
| 32. | Assistance and Exemptions | 82 |
| 33. | Access to Project Site | 83 |
| 34. | Change in the Applicable Law Related to Taxes and Duties | 83 |

| | |
|---|----|
| 35. Services, Facilities and Property of the Client | 84 |
| 36. Counterpart Personnel | 84 |
| 37. Payment Obligation | 84 |
| F. PAYMENTS TO THE CONSULTANT | 84 |
| 38. Contract Price | 84 |
| 39. Taxes and Duties | 84 |
| 40. Currency of Payment | 85 |
| 41. Mode of Billing and Payment | 85 |
| 42. Interest on Delayed Payments | 86 |
| G. FAIRNESS AND GOOD FAITH | 86 |
| 43. Good Faith | 86 |
| H. SETTLEMENT OF DISPUTES | 86 |
| 44. Amicable Settlement | 86 |
| 45. Dispute Resolution | 86 |
| III. Special Conditions of Contract | 89 |
| IV. Appendices | 95 |
| Appendix A – Terms of Reference | 95 |
| Appendix B - Key Experts | 95 |
| Appendix C – Breakdown of Contract Price | 95 |

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: Climate Led Landscapes Management Project (CLLMP)

Loan No.: 88280 IN

Contract No. _____

Assignment Title: "Hiring of a Consulting Firm for conducting
"Impact Assessment Study for MCLLMP under MBMA"

between

Meghalaya Basin Management Agency
[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan from the *International Bank for Reconstruction and Development (IBRD)* toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

- Appendix B: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Minutes of Negotiations

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Meghalaya Basin Management Agency]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) “Day” means a working day unless indicated otherwise.
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (k) “GCC” means these General Conditions of Contract.

- (l) "Government" means the government of the Client's country.
- (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses 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.
- (n) "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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (o) "Local Currency" means the currency of the Client's country.
- (p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**1. Relationship
between the
Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**2. Law Governing
Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

3. Language

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

- 4. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 5. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 6. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 7. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 8. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 9. Fraud and Corruption** 10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 10. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall

- confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 11. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 12. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 13. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 14. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 15. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 16. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or

failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

17.10.

17. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder

if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

18. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the

Consultant, terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of
Rights and
Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of
Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the

Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

19. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's

country prohibits commercial relations with that country;
or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

20. Conflict of Interest

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. **Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. **Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. **Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under

- this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 21. Confidentiality**
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 22. Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 23. Insurance to be taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 24. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection

and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**25. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**26. Proprietary Rights
of the Client in
Reports and
Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**27. Equipment,
Vehicles and
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 28. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 29. Replacement of Key Experts** 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 30. Removal of Experts or Sub-consultants** 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

- 31. Assistance and Exemptions** 32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

32. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

33. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

34. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference

(**Appendix A**) at the times and in the manner specified in said **Appendix A**.

35. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

36. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

37. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

38. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

39. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

40. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum

installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

41. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid

to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

42. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

43. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

44. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions
Attachment 1
Fraud and Corruption
(Text in this Appendix shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁶ (ii) to be a nominated⁷ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁸ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

⁶ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁷ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁸ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

III. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|--|
| 1.1(a) | The Contract shall be construed in accordance with the law of India. |
| 4.1 | The language is: English |
| 6.1 and 6.2 | The addresses are: Client: Meghalaya Basin Management Agency Attention: O/o MegLIFE, Procurement Unit, 2nd Floor, Shalom Building, Lower Lachumiere. Shillong – 793001 Email ID: mbdaprocurement@gmail.com Consultant: _____ _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____ |
| 8.1 | NA |
| 9.1 | The Authorized Representatives are: For the Client: <i>Shri. Gunanka DB, IFS</i> For the Consultant: _____ |
| 11.1 | The effectiveness conditions are the following: <i>signing of the contract</i> |
| 12.1 | Termination of Contract for Failure to Become Effective: The time period shall be: One month |
| 13.1 | Commencement of Services: Immediate upon signing the contract Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |

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| 14.1 | Expiration of Contract: The time period shall be three (3) months from the date of signing the contract. Any extension will be mutually agreed between the parties. |
| 21 b. | The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes |

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|------|---|
| 23.1 | <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds one times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law |
| 24.1 | <p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of amount equivalent to the total value of the awarded contract in Rupees.*. Value is as per the agreed contract amount</p> <p>These liabilities include:</p> <ul style="list-style-type: none"> i. Oversights in services provided ii. Undelivered services iii. Missed deadlines iv. Negligence or failure to meet standards v. Breach of contract <p>b) Third Party liability insurance, with a minimum coverage of 10% of the contract amount (the bidder can submit medical insurance for the project staff and to submit supporting documents evidencing the same</p> <p>*The amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</p> |

| 27.2 | The Consultant shall not use any documents, software or project related information for purposes unrelated to this Contract without the prior written approval of the Client. | | | | | | | | | | | | | | | | |
|---------------|--|------------------|---|---|-------------------------------------|-------|-----------------------------------|------------------|---|---------------|-------------------------------------|---|---|--------|--------|---|----|
| 32.1(f) | As per Terms of Reference | | | | | | | | | | | | | | | | |
| 38.1 | <p>The Contract price is: <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i>the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</i></p> | | | | | | | | | | | | | | | | |
| 39.1 and 39.2 | The Client warrants that client will reimburse to the Consultant GST as applicable. | | | | | | | | | | | | | | | | |
| 41.2 | <p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <table><tr><th>S. No</th><th>Deliverables (Reports/Activities)</th><th>Hard Copy/E-copy</th><th>Number of Copies [if Hard Copy] and Word Format [if e-Copy]</th><th>Time Schedule</th><th>% of Contract Amount to be Released</th></tr><tr><td>1</td><td>Inception Report [outlining approach/methodology/work plan/draft headings and design of report]</td><td>E-copy</td><td>E-copy</td><td>1 week after signing the contract agreement</td><td>10</td></tr></table> | | | | | S. No | Deliverables (Reports/Activities) | Hard Copy/E-copy | Number of Copies [if Hard Copy] and Word Format [if e-Copy] | Time Schedule | % of Contract Amount to be Released | 1 | Inception Report [outlining approach/methodology/work plan/draft headings and design of report] | E-copy | E-copy | 1 week after signing the contract agreement | 10 |
| S. No | Deliverables (Reports/Activities) | Hard Copy/E-copy | Number of Copies [if Hard Copy] and Word Format [if e-Copy] | Time Schedule | % of Contract Amount to be Released | | | | | | | | | | | | |
| 1 | Inception Report [outlining approach/methodology/work plan/draft headings and design of report] | E-copy | E-copy | 1 week after signing the contract agreement | 10 | | | | | | | | | | | | |

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|--------------|--|--------------|--------------------|----------------------|---|----|------|--|-------------|--|--------------|--|----------|--|-------|--|
| | 2 | Draft Report | E-copy | E-copy | 8 weeks from signing the contract agreement | 50 | | | | | | | | | | |
| | 3 | Final Report | E-copy & Hard Copy | 6 Nos of Hard Copies | 9 weeks from signing the contract agreement | 40 | | | | | | | | | | |
| | <p>* Note:</p> <p>a) All payments shall be made upon acceptances of deliverables by MBMA</p> <p>b) Late submission of the final report and survey documents will attract penalties of 5% of the total contracted amount.</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i></p> | | | | | | | | | | | | | | | |
| 41.2.1 | Not Used | | | | | | | | | | | | | | | |
| 41.2.4 | <p>The accounts in Local Currency are:</p> <table><tr><td>Name</td><td></td></tr><tr><td>Account No.</td><td></td></tr><tr><td>Name of Bank</td><td></td></tr><tr><td>IFS Code</td><td></td></tr><tr><td>GST #</td><td></td></tr></table> | | | | | | Name | | Account No. | | Name of Bank | | IFS Code | | GST # | |
| Name | | | | | | | | | | | | | | | | |
| Account No. | | | | | | | | | | | | | | | | |
| Name of Bank | | | | | | | | | | | | | | | | |
| IFS Code | | | | | | | | | | | | | | | | |
| GST # | | | | | | | | | | | | | | | | |
| 42.1 | Not Applicable | | | | | | | | | | | | | | | |
| 45.1 | <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who</p> | | | | | | | | | | | | | | | |

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| | <p>initiated the proceedings, either Party may apply to <i>The Indian Council of Arbitration</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>The Indian Council of Arbitration</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by The Secretary, <i>The Indian Council of Arbitration</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to <i>The Indian Council of Arbitration, New Delhi</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> |
| | <p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> |
| | <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Shillong, Meghalaya, India.</p> <p>(b) English language shall be the official language for all purposes; and</p> <p>(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> |

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

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APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

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APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any

excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contra