

REQUEST FOR PROPOSAL

for Selection of an agency for Establishing a Remote Pilot Training Organization (RPTO)

RFP Ref. No.: PLN/MBDA/18208/2025/NF

Date of Issue: 26th March, 2026

Meghalaya Basin Development Authority (MBDA)

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PART-I

SECTION-I

1. Letter of Invitation

RFP Ref. No: PLN/MBDA/18208/2025/NF

Dated: 26th March, 2026

1. This Request for Proposal (RFP) has been issued under a Open Tender Enquiry process.
2. A firm will be selected under **Least Cost Selection (LCS)** method and procedures and in a Full Technical Proposal (FTP) format as described in this RFP Document.
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants
 - Section 3 – Data Sheet
 - Section 4 - Technical Proposal - Standard Forms
 - Section 5 - Financial Proposal - Standard Forms
 - Section 6 - Terms of Reference
 - Section 7 - Standard Form of Contract
4. Details on the proposal's submission date, time and address are provided in Para 2.20.10 of the ITC.

Yours sincerely,

Sd/-

(Dr. Vijay Kumar, IAS)
Commissioner & Secretary to the Govt. of
Meghalaya & Deputy CEO,
Meghalaya Basin Development Authority

SECTION-II

2. Instructions to Consultants & Data Sheet

General Provisions

2.1 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 India, or as they may be issued and in force from time to time.
- (c) “Client” means the procuring entity that signs the Contract for the Services with the selected Consultant.
- (d) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “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).
- (f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) “Day” means a calendar day.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the Government of Meghalaya.
- (j) “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.
- (k) “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.
- (l) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the

Consultants with all information needed to prepare their Proposals.

- (m) “LOI” (this Section 1 of the RFP) means the Letter of Invitation.
- (n) “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.
- (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) “Proposal Inviting Authority (PIA)” means the official/committee duly authorized to issue RFP & receipt the proposal.
- (q) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (r) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) “TORs” (this Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2.2 Introduction

- 2.2.1 The Client (i.e., Procuring Entity) named in the **Data Sheet** intends to select a consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2.2 The 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 selection and ultimately signing the Contract with the selected Consultant.
- 2.2.3 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.
- 2.2.4 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.

2.3 Conflict of Interest

2.3.1 Conflict of Interest for a Procuring Entity or its personnel and consultants is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

2.3.2 **Meghalaya Basin Development Authority (MBDA)** describes the situations in which its personnel may be considered to be in Conflict of Interest include, but are not limited to the following: -

2.3.2.1 Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;

2.3.2.2 Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;

2.3.2.3 Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the procuring entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;

2.3.2.4 Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procurement Entity;

2.3.3 The situations in which consultants participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other bidder;
- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid

of another;

- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a consultant or any of its affiliates participated as a consultant in the preparation of the Scope of Work/Services, design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;

2.3.4 In the 'Technical Proposal Submission Form' to be submitted by the consultant, as per format given in Section 4: "Technical Proposal–Standard Forms", all Consultants shall provide a signed statement that the Consultant, (including all members of JV and Sub-Consultants, if any) is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the Scope of Work/Service, design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;

2.3.5 In case of a holding company having more than one independent unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit proposal or quote to prevent any conflict of interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such consultants must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

2.4 Unfair Competitive Advantage

2.4.1 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 Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

2.5 Code of Integrity

2.5.1 The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Consultants and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

2.5.2 **Meghalaya Basin Development Authority (MBDA)** prescribes to uphold the Code of Integrity, which prohibits officers or employees of **Meghalaya Basin Development Authority (MBDA)** or a person participating in a procurement process the following:

- (a) Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

- (b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) improper use of information shared between the procuring entity and the consultants with an intent to gain unfair advantage in the procurement process or for personal gain;
- (e) any financial or business transactions between the consultant and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (f) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (g) any obstruction of any investigation or audit of a procurement process;
- (h) making false declaration or providing false information for participation in–
 - (i) tender process or to secure a contract;
 - (ii) disclosure of Conflict of Interest;
 - (iii) disclosure by the Consultant of any previous transgressions with any entity (Government or Semi-government) in India, during the last three years.

2.5.3 In case of any breach of the Code of Integrity by a Consultant or a prospective Consultant, as the case may be, the Client after giving a reasonable opportunity of being heard, may take appropriate measures including–

- (a) exclusion of the Consultant from the procurement process;
- (b) calling off of pre-contract negotiations;
- (c) recovery of payments made by the Client along with interest thereon at bank rate;
- (d) cancellation of the relevant contract and recovery of compensation for loss incurred by the Client;
- (e) debarment of the consultant from participation in future procurements of the Procuring Entity for a period not exceeding three years

2.6 Eligibility

2.6.1 Consultant shall be a natural person, private entity, government- owned entity or any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India.

2.6.2 Consultant should not have a Conflict of Interest as prescribed and specified in ITC Para 2.3, which materially affects fair competition;

2.6.3 In addition, any consultant participating in the procurement process shall–

- (a) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;

- (b) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (c) not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (d) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them in India.

2.6.4 In the ‘Technical Proposal Submission Form’ to be submitted by the consultant, as per format given in **Section 4: “Technical Proposal – Standard Forms”**, all consultants shall provide an Affidavit that the consultant fulfils the eligibility requirements given in ITC Para 2.6.

Preparation of Proposals

2.7 General Considerations

2.7.1 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.

2.8 Cost of Preparation of Proposal

2.8.1 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.

2.9 Language

2.9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in English language.

2.10 Documents Comprising of Proposal

2.10.1 The Proposal shall comprise the documents and forms **listed in the Data Sheet**.

2.11 Only One Proposal

2.11.1 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**.

2.12 Proposal Validity

2.12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

2.12.2 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.

2.12.3 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.

2.13 Extension of Validity Period

2.13.1 The Client will make its best effort to complete the negotiations 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.

2.13.2 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.

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

2.14 Substitution of Key Experts at Validity Extension

2.14.1 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement 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.

2.14.2 If the Consultant fails to provide a replacement 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.

2.15 Sub-Contracting

2.15.1 The Consultant shall not sub contract the Services.

2.16.1 Clarification & Amendment of RFP

2.16.1 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 Consultants.

2.16.2 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 Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

2.16.3 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

2.16.4 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.

2.17 Preparation of Proposal Specific Considerations

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

- a) If a 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) other Consultant(s), or (b) Consultants if permitted in the **Data Sheet**.
- b) 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.
- c) 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**.
- d) For assignments under the Fixed-Budget System (FBS) 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.

2.18 Technical Proposal Format and Content

- 2.18.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 2.18.2 Depending on the nature of the assignment, the Consultant is required to submit a **Simplified Technical Proposal (STP)** as indicated in the **Data Sheet** and using the Standard Forms provided in **Section 4** of this RFP.

2.19 Financial Proposal

- 2.19.1 The Financial Proposal shall be prepared using the Standard Forms provided in **Section 5** of this RFP. It shall list all costs associated with the assignment, including (a) remuneration for staff engaged under this assignment, (b) reimbursable expenses indicated in the **Data Sheet**.
- 2.19.2 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 is provided in the **Data Sheet**.
- 2.19.3 The Consultant shall express the price for its Services in Indian Rupees only.

Proposal Submission, Opening & Evaluation

2.20 Submission, Sealing and Marking of Proposal

- 2.20.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC Para 2.10 (Documents Comprising Proposal). The submission can be done by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 2.20.2 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.**
- 2.20.3 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.

- 2.20.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 2.20.5 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.
- 2.20.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “[**Name of the Assignment**]” reference number, name and address of the Consultant, and with a warning “Do Not Open until **insert the date and the time of the Technical Proposal submission deadline**.”
- 2.20.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**Do Not Open with The Technical Proposal.**”
- 2.20.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before **insert the time and date of the submission deadline indicated in the Data Sheet**”.
- 2.20.9 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.
- 2.20.10 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.

2.21 Confidentiality

- 2.21.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 2.21.2 Any attempt by 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 sanctions procedures of the Procuring Entity.

2.21.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of award of Contract, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

2.22 Opening of Technical Proposal

2.22.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend. **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 the Client until they are opened in accordance with Para 26 of the ITC.

2.22.2 At the opening of the Technical Proposals the following shall be read out:

- (i) the name of the Consultant;
- (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**.

2.23 Evaluation of Proposal

2.23.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.23.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Para 2.14.1 of the ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

2.24 Evaluation of Technical Proposal

2.24.1 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.

2.25 Financial Proposal for QBS

2.25.1 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.

2.25.2 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.

2.26 Public Opening of Financial Proposals (For QCBS, FBS & LCS Method)

2.26.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

2.26.2 The Financial Proposals shall be opened by the Client's evaluation committee of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by 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.

2.27 Corrections of Errors

2.27.1 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.

2.27.2 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 Para 2.28 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

2.28 Taxes

2.28.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in accordance with the instructions in the **Data Sheet**.

2.29 Combined Quality & Cost Evaluation

- 2.29.1 **Combined Quality & Cost Based Selection (QCBS):** In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- 2.29.2 **Fixed Budget Selection (FBS):** In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected. The Client will select the Consultant that submitted the highest- ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.
- 2.29.3 **Least Cost Selection:** In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants who are technically qualified and invite such Consultant to negotiate the Contract.

Negotiations & Award

2.30 Negotiations

- 2.30.1 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.
- 2.30.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- 2.30.3 **Availability of Key Experts/personnel to be engaged under the project:**
- a) The invited Consultant shall confirm the availability of all Key Experts/ personnel to be engaged under the project as a pre-requisite to the negotiations. Failure to confirm the availability of the personnel to be engaged under the project may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 2.30.4 **Technical Negotiations:**
- a) 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.

2.30.5 **Financial Negotiations:**

- a) The negotiations include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.
- b) 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.
- c) The unit rates negotiations shall not take place, except when the offered personnel's 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.

2.31 Conclusion of Negotiations

- 2.31.1 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.
- 2.31.2 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. The Client will invite the next Consultant (L2) to negotiate a Contract. Once the Client commences negotiations with the L2 Consultant, the Client shall not reopen the earlier negotiations

2.32 Award of Contract

- 2.32.1 After completing the negotiations, the Client shall prepare the negotiated draft Contract; sign the Contract; and promptly notify the other Consultants.
- 2.32.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

2.33 Performance Security

- 2.33.1 The Successful Consultant shall furnish the performance Security in the form of Bank Guarantee for an amount of 5% of the value of the contract before signing of the final contract. Failure of the successful consultant to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event the client may award the Contract to the next lowest evaluated Consultant (L2), whose bid is substantially responsive and is determined by the client to be qualified to perform the Contract satisfactorily, provided the price is reasonable and is at par with original lowest evaluated bid price.
- 2.33.2 The validity of the performance security shall be for a period of 60 days beyond the date of completion of all contractual obligations.

SECTION-III

3. Data Sheet

RFP DATA SHEET

A. General	
ITC Para Reference	
2.2.1	Name of the Client: <u>Meghalaya Basin Development Authority (MBDA)</u> Method of selection: <u>Least Cost System (LCS)</u> as described in the RFP Document
2.2.2	Financial Proposal to be submitted together with Technical Proposal. However, the Technical Proposal and Financial Proposal must be submitted in separate sealed envelopes. These two envelopes should then be placed together in a single outer envelope. The name of the assignment is: Selection of an Agency for Establishing a Remote Pilot Training Organization (RPTO)
2.2.3	A pre-proposal conference will be held: Yes Name and designation of contact person: Fettleman Dohling, AGM-GIS/UAV, Meghalaya Basin Development Authority E-mail: fettle25@gmail.com Venue: Online (via Google Meet) Time and Date: 2nd April, 2026 at 1400 Hours Intended bidders are requested to inform the TIA through the email ID (meglifeprocurement@gmail.com) at least 2 (two) days before the pre-proposal meeting stating their interest to participate. The bidders will be shared the online link accordingly.
2.4.1	<i>NA</i>
B. Preparation of Proposals	

2.10.1	<p>The Proposal shall comprise the following:</p> <p><u>For Full Technical Proposal (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1 (2) FIN-2</p>
2.11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No</p>
2.12.1	<p>Proposals must remain valid for 90 days after the proposal submission deadline.</p>
2.16.1	<p>Clarifications may be requested no later than 2 days prior to the pre proposal meeting.</p> <p>The contact information for requesting clarifications is:</p> <p>Name and designation of contact person: Fettleman Dohling, AGM-GIS/UAV, Meghalaya Basin Development Authority</p> <p>Address of contact person: Meghalaya Basin Development Authority (MBDA) MegLIFE office, 2nd Floor Shalom Building, Lower Lachumiere, Shillong – 793001, Meghalaya.</p> <p>E-mail: fettle25@gmail.com</p>
2.16.2 to 2.16.4	<p>Deleted</p>
2.17.1 (a)	<p>JV is not allowed.</p>

2.17.1 (a-d)	Deleted
2.18.2	The format of the Technical Proposal to be submitted is: Simplified Technical Proposal (STP) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
C. Submission, Opening and Evaluation	
2.20.1	The Consultants shall not have the option of submitting their Proposals electronically.
2.20.3	Joint Venture is not allowed
2.20.5	The Consultant must submit: (a) Technical Proposal: one (1) original and 1 copy; and one soft copy in Pen Drive (b) Financial Proposal: one (1) original (hard copy only).
2.20.8 and 2.20.10	The Proposals must be submitted no later than: Date: 24th April, 2026 Time: 1600 Hours <hr/> The Proposal submission address is: O/o MegARISE, RDL Building, Springside, Lumsophoh Nongthymmai, Shillong- 793014.
2.22.1	The opening shall take place at:

	Address: O/o MegARISE, RDL Building, Springside, Lumsophoh Nongthymmai, Shillong- 793014. Date: same as the submission deadline indicated in 2.20.8. Time: 1630 Hours
2.22.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: NA

2.24.1	<p>Consultants' technical proposal shall be evaluated in the following manner:</p> <p>The criteria listed below are mandatory and must be met for consultants to be considered technically qualified. Financial Proposals submitted by consultants who do not meet these technical requirements will not be evaluated further and will be rejected.</p>		
<p>The Technical Proposals will be assessed based on the following criteria: Criteria for evaluating the Technical Proposal(s):</p>			
S. No.	Criteria	Documents Required	Compliance (Yes/No)
1	<p>Company Registration: The applicant (firm) must be a legally registered entity in India under the applicable laws (such as the Companies Act, 2013; Partnership Act, 1932; or the Limited Liability Partnership Act, 2008).</p>	<p>A self-attested copy of the Certificate of Incorporation/Registration or relevant registration document must be submitted as part of the Technical Proposal.</p>	
2	<p>GST Registration: The applicant (firm) must possess a valid Goods and Services Tax (GST) Registration Certificate. A self-attested copy of the GST Registration Certificate shall be submitted as part of the Technical Proposal.</p>	<p>Copy of GST Registration certificate</p>	
3	<p>PAN: The applicant (firm) must hold a valid Permanent Account Number (PAN) issued</p>	<p>Copy of PAN</p>	

		by the Income Tax Department. A self-attested copy of the PAN card shall be included in the Technical Proposal.		
	4.	The applicant (firm) must have 5 years of experience in drone education, DGCA licensing, or aviation training setup within India during the five (5) years preceding the month before the issuance of this Request for Proposal.	Work Orders/ Completion Certificates/ Agreements	
	5	The applicant (firm) must have experience of establishing at least two (2) DGCA-approved RPTOs for government departments, PSUs, or corporate entities in India during the last five (5) years preceding the month before the issuance of this Request for Proposal.	Work order/ Client certificate	
	6.	The applicant (firm) must have an average annual turnover of Rs.30 Lakhs during the last three financial	I. Audited Financial Statement for each of the financial years	

	years i.e 2022-23, 2023-24 & 2024-25	II. CA certificate with UDIN number	

2.25.1 to 2.25.2	Deleted
2.28.1	For the purpose of the evaluation, the Client will exclude GST payable on consulting services.
	D. Negotiations and Award
2.30.1	Expected date and address for contract negotiations: Date: 12 th May, 2026 Address: O/o MegARISE, RDL Building, Springside, Lumsohphoh Nongthymmai, Shillong- 793014

2.32.2	Expected date for the commencement of the Services: Date: 18th May, 2026
2.33.1 & 2.33.2	Deleted

SECTION- IV

4. Technical Proposal – Standard Forms¹

4.1 Checklist of Required Forms

CHECKLIST

Form	Description
TECH-1	Technical Proposal Submission Form.
TECH-2	Consultant's Organization and Experience.
TECH-2A	A. Consultant's Organization
TECH-2B	B. Consultant's Experience
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-4	Work Schedule and Planning for Deliverables

Note:

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

4.2 Technical Proposal Submission Form (TECH-1)

{Location, Date}

To: *[Name and address of Client]*

Dear Sir,

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]*: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 2.12.1.
- (c) We have no Conflict of Interest in accordance with ITC 2.3.
- (d) We, are not debarred by Central Government, State Government, or any Public Undertakings, Autonomous Bodies, Authorities under them.
- (e) We undertake to observe the Code of Integrity as prescribed in ITC 2.5.
- (f) We undertake to negotiate a Contract to be engaged under the project.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) 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 Clause 2.32.2 of the Data Sheet.
- (i) We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain, Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

4.2 Consultant’s Organisation and Experience Form (TECH-2²)

Consultant’s Organisation 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. For each assignment, the outline should indicate the name of assignment, 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.

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 5 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 partners. 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	Approx. Contract value (in Rs.)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2020– Apr.2021}	{e.g., “Improvement Quality of.....”: designed master plan for rationalization of ; }	{e.g., Ministry of..... }	{e.g., Rs.1 Cr./ Rs.1 Cr.}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2020}	{e.g., “Support to sub-National government ” : drafted secondary level regulations on..... }	{e.g., Ministry of..... }	{e.g., Rs.1 Cr./ Rs.1 Cr.}	{e.g., sole Consultant}

4.3 Approach, Methodology, and Work Plan (TECH-3)

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

Form TECH-3: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology.

- a) Technical Approach and Methodology
 - b) Work Plan
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
 - b) **Work Plan.** {Please outline the plan for the implementation of the 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.}

4.4 Work Schedule & Planning for Deliverables (TECH-4)

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

SECTION-V

5. 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

5.1 Financial Proposal Submission Form (FIN-1)

{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 Rupees **{Indicate the amount}** **{Insert amount in words and figures}**, *excluding of all indirect local taxes in accordance with Clause 2.28.1 in the Data Sheet.*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Clause 2.12.1 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive. We remain,
Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of:

Address:-----

Email:-----

5.2 Summary of Costs (Form FIN-2)

SUMMARY OF COSTS

Item	Cost { in Indian Rupees}
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}	
{insert type of tax: e.g., IGST/SGST/CGST}	
Grand Total	

(Authorized Signature {In full and initials}): _____

Name and Title of Signatory: _____

In the capacity of:

Address: _____

Email: _____

SECTION-VI

6. Terms of Reference

1. Background

The Meghalaya Basin Development Authority (MBDA), through the Meghalaya State GIS and UAV Centre, intends to establish a **Directorate General of Civil Aviation (DGCA)**–approved **Remote Pilot Training Organization (RPTO)** in the State of Meghalaya. The establishment of the RPTO aims to build local capacity in drone operations, promote skill development, and enhance the adoption of Unmanned Aircraft Systems (UAS) across key sectors including agriculture, forestry, disaster management, infrastructure monitoring, and e-governance.

To realize this vision, MBDA seeks to engage a qualified and experienced consultancy agency with proven expertise in setting up DGCA-approved RPTOs in India. The selected consultant shall provide end-to-end technical, regulatory, and administrative support to ensure successful establishment, approval, and operationalization of the RPTO.

2. Objectives of the Assignment

The primary objective of the consultancy is to assist MBDA in **establishing a fully DGCA-compliant Remote Pilot Training Organization** within Meghalaya by providing comprehensive support, including preparation of documentation, personnel guidance, liaison with DGCA, and operational readiness of the training infrastructure.

Specific objectives include:

- To facilitate DGCA approval and licensing of the RPTO.
- To develop all necessary operational and training documentation as per DGCA standards.
- To build institutional and personnel capacity to sustain RPTO operations.
- To enable MBDA to provide certified Remote Pilot Training within the State.

3. Scope of Work

The Consultant shall provide comprehensive advisory and implementation support covering, but not limited to, the following tasks:

3.1 Documentation and Compliance Preparation

- Preparation of all documentation required by DGCA for RPTO approval, including:
 - Operations Manual

- Training Manual and Curriculum
- Standard Operating Procedures (SOPs)
- Infrastructure and facility layout plans
- Safety management documentation
- Review and verification of all documents to ensure strict adherence to DGCA standards.

3.2 Personnel Capacity Building

- Identify and support MBDA-assigned personnel in acquiring relevant qualifications and licenses as required by DGCA.
- Conduct preparatory sessions and mock interviews for DGCA evaluations.
- Provide orientation and familiarization training on RPTO operations and compliance management.

3.3 Liaison and Communication with DGCA

- Represent MBDA in all formal communications and submissions to DGCA.
- Coordinate scheduling and conduct of the DGCA inspection visit.
- Provide timely updates, clarifications, and follow-ups with DGCA officials.

3.4 Travel, Liaison and Technical Assistance

- Undertake necessary visits to DGCA headquarters and other relevant agencies for meetings, submissions, and inspections.
- Provide on-site assistance at the proposed RPTO location during inspection and setup.

3.5 Post-Approval Advisory Support

- Support MBDA in initial operationalization of the RPTO following license issuance.
- Provide advisory services on batch scheduling, record maintenance, and audit readiness.

4. Duration of Services

The timeframe required to complete the entire RPTO establishment process is six (6) months. While the vendor will exert maximum effort to expedite the process, certain external factors are beyond our direct control. These primarily include the availability of DGCA officials for the physical setup inspection and the subsequent processing time for license issuance.

We assure MBDA that prioritizing these critical stages will be paramount, and every possible effort will be made to conclude the process at the earliest possible date, maintaining transparent communication throughout.

5. Reporting and Deliverables

The Consultant shall report to the **Executive Director, MBDA** through the **Director, Meghalaya State GIS & UAV Centre**.

The key deliverables are as follows:

SI. No.	Deliverable	Description	Timeline
1	Inception Report	Project plan outlining methodology, documentation roadmap, and work schedule	<u>T+2 weeks</u>
2	Documentation Set	Submission of all DGCA-compliant manuals, SOPs, curricula, and facility layouts	<u>T+8 weeks</u>
3	Application Submission	DGCA application completed and formally submitted	<u>T+10 weeks</u>
4	Personnel Training & Preparation	Guidance sessions and mock interviews for MBDA personnel	Ongoing through Month 4
5	DGCA Inspection Facilitation	Coordination and on-site support during DGCA inspection	<u>T+20 weeks</u>
6	Final License Support	Assistance till DGCA license receipt and RPTO operational readiness	<u>T+24 weeks</u>
<u>T=Date of issuance of Work Order</u>			

6. Payment Schedule

Payment to the Consultant shall be made in milestones as per the following structure:

The payment terms are structured as follows:

- i) 30% Advance: Payable along with the issuance of the work order.
- ii) 30% After fulfilment of deliverables: 1-3: Submission of Inception Report, Documentation Set and Application Submission: Payable upon the successful preparation and submission of the RPTO application to DGCA, and its acceptance.

iii) 20% After fulfilment of deliverables: 4-5: Personnel Training & Preparation, Physical Inspection: Payable upon successful completion of the physical inspection of the RPTO setup by DGCA officials.

iv) 20% Within 30 Days of License Receipt: Payable within thirty (30) days from the date of receipt of the official RPTO License from DGCA.

7. Consultant Qualifications

The Consultant shall possess the following qualification in addition to the criteria as mentioned in the **Data Sheet**:

- Expertise in preparing DGCA manuals and handling regulatory liaison.
- Technical team comprising qualified instructors and regulatory consultants.

8. Confidentiality and Ownership

All documents, reports, and materials developed during the consultancy shall remain the property of MBDA. The Consultant shall maintain strict confidentiality regarding all information received or developed under this assignment.

9. Review and Monitoring

The performance of the Consultant shall be monitored by MBDA through periodic review meetings, submission of progress reports, and deliverable validation at each stage of the project.

10. Expected Outcome

By the end of the consultancy, MBDA shall have:

- A DGCA-approved RPTO license.
- Fully prepared documentation and operational procedures.
- Trained personnel capable of managing RPTO operations.
- A functional training facility ready to conduct certified Remote Pilot Training Programs in Meghalaya.

PART II

Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Name of Assignment

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

1. Form of Contract

CONTRACT

(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]* (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;

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;
- (b) The Special Conditions of Contract;
- (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Minutes of the Meeting: Contract Negotiation
 - Appendix C: Summary of Costs

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. 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 *[Name of Client]*

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

For and on behalf of *[Name of Consultant]*

[Authorized Representative of the Consultant – name and signature]

2. 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) “Client” means the Procuring Entity that signs the Contract for the Services with the Selected Consultant.
- (b) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (c) “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).
- (d) “Day” means a working day unless indicated otherwise.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (f) “Experts” means, personnels assigned/deployed by the Consultant to perform the Services or any part thereof under the Contract.
- (g) “GCC” means these General Conditions of Contract.
- (h) “Government” means the Government of Meghalaya.
- (i) “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.
- (j) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
- (k) “Non-Key Expert(s)” means an individual professional provided

by the Consultant to perform the Services or any part thereof under the Contract.

- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A (Terms of Reference) hereto.
- (o) “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.
- (p) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. 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.

3. Law Governing Contract

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

4. Language

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

5. Headings

- 5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing. 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.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A (Terms of Reference)**.

8. 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.

9. 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.

10. Code of Integrity

10.1. The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Consultants and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity

10.2. Meghalaya Basin Development Authority (MBDA) prescribes to uphold the Code of Integrity, which prohibits officers or employees of **Meghalaya Basin Development Authority (MBDA)** or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring

entity and the consultants with an intent to gain unfair advantage in the procurement process or for personal gain;

- (v) any financial or business transactions between the consultant and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in-
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) disclosure by the consultant of any previous transgressions with any entity (Government or Semi-government) in India during the last three years.
 - d) during the last three years or of any debarment by any other Procuring Entity

10.3. In case of any breach of the Code of Integrity by a Consultant or a prospective Consultant, as the case may be, the Client after giving a reasonable opportunity of being heard, may take appropriate measures including—

- (i) exclusion of the Consultant from the procurement process;
- (ii) recovery of payments made by the Client along with interest thereon at bank rate;
- (iii) cancellation of the relevant contract and recovery of compensation for loss incurred by the Client;
- (iv) debarment of the consultant from participation in future procurements for a period not exceeding three years

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. 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.

12. 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.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts/personnel to be engaged under the project and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. 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.

15. 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.

16. 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.

17. 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/personnels, 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 here under.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

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.

18 Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend 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.

19 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 (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 GCC18;

(b) If the Consultant 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 44.1;

(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/ personnels as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, 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 44.1 within thirty (30) 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 dispute resolution/arbitration pursuant to Clause GCC 44.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) 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 ClauseGCC25, 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

20 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 as a matter of law or official regulations, the Govt. of India prohibits commercial relations with that country.

21 Conflict of Interests

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.

21.2 Conflict of interest for a Procuring Entity or its personnel and consultants is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

21.3 **Meghalaya Basin Development Authority (MBDA)** describes the situations in which its personnel may be considered to be in Conflict of Interest include, but are not

limited to the following–

- a) Conflict of Interest occurs when the private interests of a procuring entity or its personnel, such as personal, non- official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- c) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- d) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procurement Entity;

21.4 The situations in which consultants participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other bidder;

- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a consultant or any of its affiliates participated as a consultant in the preparation of the Scope of Work/Services, design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;

21.5 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, unless otherwise indicated in the SCC.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts/personnel 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/personnel make public the recommendations formulated in the course of, or as a result of, the Services.

23. 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.

24. 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.

25. 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 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client.

26. 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.

27. 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.

28. Equipment, Vehicles And Materials

28.1 Equipment, vehicles and materials made available to the Consultant 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 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

29. 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**.

30. 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.

31. 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 shall the Client determine that Consultant's Expert or Sub-consultant have acted in contravention to Code of Integrity provisions given in GCC 10, while performing the Services, the Consultant shall, at the Client's written request, provide are placement.
- 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 are placement.
- 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

32. 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) 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.
 - c) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. 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.

34. 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

35. 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**.

36. 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.

37. 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 THECONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price (Summary of costs) is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 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**.

39. 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.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in Indian Rupees.

41. 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 specified in the SCC.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within thirty (30) 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 thirty (30) 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 thirty (30) calendar days after receipt of the final report by the Client unless the Client, within such thirty (30) 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 account of the Consultant specified in the SCC.

G. FAIRNESS AND GOODFAITH

42. Good Faith

42.1 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

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

43.2 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 44.1 shall apply.

44. Dispute Resolution

44.1 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.

3. Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>E-mail (where permitted): _____</p>
8.1	N/A
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: <i>N/A</i>

12.1	Termination of Contract for Failure to Become Effective: The time period shall be: <i>1 month</i>.
13.1	NA
14.1	Expiration of Contract: The time period shall be _____
21.5	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 21.4.g Yes

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> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds one time the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(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;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “applicable law in the Client’s country”</p>
24.1	NA
27.1	N/A

27.2	<p>[The Consultant shall not use the documents for purposes unrelated to this Contract without the prior written approval of the Client.</p>
29.1	N/A
38.1	<p>The Contract price is: _____ [insert amount] [indicate: inclusive or exclusive] of local indirect taxes.</p>
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> <p>1st payment: <i>[insert the amount of the installment, percentage of the total Contract price. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount]</i></p> <p>2nd payment: _____</p> <p>.....: _____</p> <p>Final payment: _____</p>
	<p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i></p>
41.2.1	N/A

41.2.4	<p>The account is:</p> <p><i>[insert account].</i></p>
44.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li data-bbox="493 411 1393 554">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: <ol style="list-style-type: none"> <li data-bbox="565 596 1393 1255">(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 initiated the proceedings, either Party may apply to <i>[name an appropriate professional body]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, 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>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

	<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 <i>[name an appropriate appointing authority]</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 the <i>[name the same appointing authority as in said paragraph(b)]</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 Arbitration and Conciliation Act, 1996 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>4. <u>Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall be held in Shillong, Meghalaya, <i>India</i></p> <p>(b) the <i>English</i> 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>
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4. Appendices to Contract

APPENDIX A – TERMS OF REFERENCE

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APPENDIX B - KEY EXPERTS

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APPENDIX C – SUMMARY OF COSTS OF CONTRACT PRICE