

REQUEST FOR PROPOSALS

Selection of Consultants

for

Feasibility Study for Enterprise Development under MegLIFE

- LOI No.** : *MegLIFE/2023/399*
- Client** : Meghalaya Basin Development Authority (MBDA)
- Location & Country** : *Meghalaya, India*
- Project** : Project for Community Based Forest Management & Livelihood Improvement in Meghalaya (MegLIFE)



Meghalaya Livelihood Improvement
through Forest Enhancement



Meghalaya Basin
Development Authority



Japan International
Cooperation Agency

August, 2023

Table of Contents

Letter of Invitation.....	LOI-1
PART 1 – Selection Procedures	
Quality- and Cost-Based Selection (QCBS)	
Section I. Instructions to Consultants.....	ITC-1
Section II. Data Sheet	DS-1
Section III. Technical Proposal Forms	TPF-1
Section IV. Financial Proposal Forms.....	FPF-1
PART 2. Terms of Reference	
Section VI. Terms of Reference.....	TOR-1
PART 3. Conditions of Contract and Contract Forms	
Lump-sum Contract	
Section VII. Form of Contract	FOC-1
Section VIII. General Conditions of Contract.....	GCC-1
Section IX. Special Conditions of Contract	SCC-1
Section X. Appendices	APP-1

Letter of Invitation

Date of Issue of RFP:	11 th August 2023
Letter of Invitation No.	MegLIFE/2023/399
Client:	Meghalaya Basin Development Authority (MBDA)
Location/ Country:	Meghalaya, India
Project Name:	Community Based Forest Management & Livelihood Improvement
Assignment Name:	Feasibility Study for Enterprise Development under MegLIFE
Pre-Bid Meeting	21 st August, 2023 at 11:00 AM IST The virtual link will be shared with all the bidders
Last date for submission of Pre-Bid Queries	21 st August 2023 before 10:30 AM IST Through email at mbdaprocurement@gmail.com
Deadline for Submission:	11 th September 2023 before 17:00 IST
Performance Security	5% of the contract value, valid up to 30 days after the date of completion of contract (Appendix G)

To,

1. AFC India LTD
2. Entrepreneurship Development Institute of India
3. Grant Thornton Bharat LLP
4. Indian Grameen Services (IGS)
5. Indian Institute of Entrepreneurship
6. MART Global Management Solutions LLP
7. Palladium Consulting India Pvt Ltd
8. PricewaterhouseCoopers Pvt Ltd (PwC)
9. Sutra Consulting Pvt Ltd

Dear Mr./Ms.:

1. The Meghalaya Basin Development Authority (MBDA) (hereinafter called "**Client**") has received financing from Japan International Cooperation Agency (JICA) toward the cost of Project for Community Based Forest Management and Livelihood Improvement in Meghalaya (hereinafter called "the Project") and intends to apply part of the proceeds towards payments under the Contract for "**Feasibility Study for Enterprise Development under MegLIFE**".
2. The Client now invites Proposals to from the shortlisted Consultants to provide the following consulting services under the above-mentioned consulting services assignment More details on the Services are provided in the Terms of Reference (Section VII).

3. This Letter of Invitation and the Request for Proposals (RFP) attached hereto have been issued to the following shortlisted Consultants:

1. AFC India LTD
2. Entrepreneurship Development Institute of India
3. Grant Thornton Bharat LLP
4. Indian Grameen Services (IGS) Lead Partner in JV with Bhartiya Samruddhi Investment and Consulting Services Ltd.
5. Indian Institute of Entrepreneurship
6. MART Global Management Solutions LLP
7. Palladium Consulting India Pvt Ltd
8. PricewaterhouseCoopers Pvt Ltd (PwC) (Lead) Sayanant Development Services Pvt. Ltd (SDS) (Sub-Consultant)
9. Sutra Consulting Pvt Ltd

It is not permissible to transfer this invitation to any other firm. **It is also not permissible to change the 'Lead firm' of the Joint Venture/Consortium/Sub-consultant etc. mentioned by the firm in the EOI to whom this RFP document is issued.**

4. A firm will be selected under Quantity and Cost Based Selection (QCBS) and procedures described in this RFP, in accordance with the applicable Guidelines for the Employment of Consultants under Japanese ODA Loans.
5. The Consultant is hereby requested to inform the Client in writing before 18th August 2023 to mbdaprocurement@gmail.com
 - (a) whether you intend to submit a Proposal or not; and, if affirmative
 - (b) whether the Proposal will be submitted as a single firm or as a joint venture.
6. Details on the Proposal's submission date, time and address are provided in Clause 12.7 of the Instructions to Consultants (ITC).
7. Proposals will be opened in the presence of Consultant's representatives who choose to attend at the offices as specified in the Request for Proposals.

Yours sincerely,

Sd/-

(Gunanka D. B, IFS)

APD, MegLIFE & Executive Director,

PART 1 – SELECTION PROCEDURES

Table of Clauses

A. General Provisions.....	8
1. Definitions.....	8
2. Introduction.....	11
a. Scope of Proposal.....	11
b. Interpretation.....	11
c. Source of Funds.....	11
d. Method of Selection.....	12
e. Local Conditions.....	12
f. Project Data and Reports.....	12
3. Conflict of Interest.....	12
a. Impartiality.....	12
b. Conflict of Interest.....	12
4. Corrupt and Fraudulent Practices.....	14
5. Eligibility.....	16
B. Preparation of Proposals.....	17
6. Preparation of Proposals.....	17
a. Completeness of RFP.....	17
b. Information to be furnished.....	17
c. Cost of Proposals.....	17
d. Language of Proposals.....	17
7. Proposal Validity Period.....	17
a. Validity Period.....	18
b. Extension of Validity Period.....	18
c. Substitution of Key Experts at Validity Extension.....	18
d. Sub-Consulting.....	18
e. Delayed Contract Signing.....	19
8. Clarification and Amendments of RFP.....	19
a. Clarification of RFP.....	19
b. Pre-Proposal Conference.....	19

c. Amendment of RFP	20
9. Preparation of Proposals – Specific Considerations	20
10. Technical Proposal Format and Content	21
11. Financial Proposal Format and Content	25
a. Duties, Taxes and Levies.....	27
b. Currency of Proposal and Payment	29
C. Submission, Opening and Evaluation of Proposals.....	29
12. Submission of Proposals	29
a. Format and Signing of Proposals.....	29
b. Sealing and Marking of Proposals	30
c. Proposal Submission Deadline and Late Proposals.....	31
d. Substitutions and Modifications	31
13. Opening of Proposals	32
14. Proposal Evaluation.....	34
a. Technical Proposals	34
b. Financial Proposals	34
D. Negotiations and Award	37
15. Negotiations.....	37
a. Availability of Key Experts.....	37
b. Technical Negotiations.....	38
c. Financial Negotiations.....	38
16. Conclusion of the Negotiations.....	38
17. Signing of Contract	39
18. Notification to Unsuccessful Consultants and Debriefing.....	39
19. Publication	39
20. Confidentiality.....	40

Instructions to Consultants

A. General Provisions

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them.
- (a) "Affiliate(s)" means an individual or a firm that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
 - (b) "Applicable Guidelines" means the Guidelines for the Employment of Consultants under Japanese ODA Loans, **specified in the Data Sheet (DS)**, governing the selection and Contract award process as set forth in this RFP.
 - (c) "Borrower" means the Government, Government agency or other entity that signs the Loan Agreement with JICA.
 - (d) "Client" means the entity **as specified in the DS 2.1**, that signs the Contract for the Services with the selected Consultant.
 - (e) "Consultant" means any firm or a JV that may provide or provides the Services to the Client under the Contract.
 - (f) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract.
 - (g) "Data Sheet" or "DS" (Section II of the RFP) means an integral part of the RFP that is used to reflect specific country and assignment conditions to supplement, or amend the provisions of the ITC.
 - (h) "day" means calendar day.
 - (i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other professional personnel

- of the Consultant, Subconsultant or JV member(s).
- (j) “firm” means a private entity, a state-owned enterprise or institution.
 - (k) “Government” means the government of the Client’s country.
 - (l) “Instructions to Consultants” or “ITC” (this Section I of the RFP) means an integral part of the RFP that provides the shortlisted Consultants with all information needed to prepare and submit their Proposals.
 - (m) “JICA” means the Japan International Cooperation Agency.
 - (n) “Joint Venture” or “JV” means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping under an existing agreement or with the intention to enter into such an agreement supported by a formal letter of intent.
 - (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) is taken into account in the technical evaluation of the Consultant’s Proposal.
 - (p) “LOI” means the Letter of Invitation which is sent by the Client to the shortlisted Consultants, attaching the RFP.
 - (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Subconsultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
 - (r) “ODA” means Official Development Assistance.
 - (s) “Proposal” means the Technical Proposal or the

Financial Proposal of the Consultant, or both, as appropriate.

- (t) "Provisional Sum" means an amount of money allocated in the Contract to allow for the cost of any future service or expense, which may be needed during the course of the assignment. Provisional Sum may be allocated or designated under the Specified Provisional Sum and/or Provisional Sum for Contingency Allowance, as appropriate.
- (u) "Provisional Sum for Contingency Allowance" means the amount is allocated in the contract to cover future additional costs which may arise due to (i) increased quantity (such as a requirement for additional man-months or expenditures beyond the quantities already allocated in the Contract) and/or (ii) price adjustments (if provided under the Contract), and/or (iii) any other even which entitles the Consultant to additional payment.
- (v) "QCBS" means Quality- and Cost-Based Selection.
- (w) "RFP" means this Request for Proposals to be prepared by the Client for the selection of consultants, based on the SRFP.
- (x) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (y) "Specified Provisional Sum" means the estimated cost of any such service or expense which shall be designated usually as a sum, in the summary of the total cost, with a brief description of such service or expense, as the case may be.
- (z) "SRFP" means the Standard Request for Proposals.
- (aa) "Subconsultant(s)" means a firm or an individual to whom/which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the

performance of the Contract.

- (bb) “Terms of Reference” or “TOR” (Section VI of the RFP) means an integral part of the RFP that describes the objectives, scope of services, activities and tasks to be performed and their timing, the relevant background information, respective responsibilities of the Client and the Consultant, the required experience and qualifications of the Key Experts, the expected results and deliverables of the assignment including any reporting and submission requirements.

2. Introduction

- a. **Scope of Proposal** 2.1 In connection with the LOI **specified in the DS**, the Client as **specified in the DS** located in the country, as **specified in the DS**, issues this RFP for the assignment of consultancy services as specified in Section VI, Terms of Reference.

The name of the Project and the name of the assignment are **specified in the DS**.

- b. **Interpretation** 2.2 Throughout this RFP:
- (a) the term “in writing” means communicated in written form and delivered against receipt; and
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.

- c. **Source of Funds** 2.3 The Borrower **specified in the DS** has received or has applied for a Japanese ODA Loan from JICA in the amount and with the signed date of the Loan Agreement **specified in the DS** towards the cost of the Project **specified in the DS**. The Borrower intends to apply a portion of the proceeds of the Loan to payments under the Contract for which this RFP is issued.

Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement

procedures and the applicable Guidelines for Employment of the Consultants under Japanese ODA Loans **specified in DS 1.1(b)**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds.

The above Loan Agreement will cover only a part of the Project cost. As for the remaining portion, the Borrower, the Executing Agency and the Client will take appropriate measures for finance through other sources **as specified in the DS**.

- | | | |
|------------------------------------|-----|---|
| d. Method of Selection | 2.4 | The Client will select the Consultant from the shortlisted Consultants, in accordance with the QCBS method of selection. |
| | 2.5 | The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in DS 2.1 . The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. |
| e. Local Conditions | 2.6 | The Consultant shall familiarize themselves with the local conditions relevant to the Services and take them into account in preparing their Proposal, including attending a pre-proposal conference if one is arranged under ITC 8.2. |
| f. Project Data and Reports | 2.7 | The inputs, relevant project data, and reports as specified in the DS are provided with this RFP at no cost for the preparation of the Consultant's Proposal. |
|
 | | |
| 3. Conflict of Interest | | |
| a. Impartiality | 3.1 | The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. |
| b. Conflict of Interest | 3.2 | The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its |

client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

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

- (a) Conflict between consulting activities and procurement of goods or non-consulting services:

A Consultant that has been engaged to provide goods or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods or non-consulting services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

- (b) Conflict among consulting assignments:

Neither a Consultant nor any of its Affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant.

- (c) Relationship with Borrower's staff:

A Consultant that has a close business relationship with professional personnel of the Borrower (or the Project Executing Agency, or the Client) who are directly or indirectly involved in any part of:

- (i) preparation of the TOR for the assignment;
- (ii) selection process for the assignment;
- or
- (iii) supervision of the Contract resulting from the selection process;

shall be disqualified.

- (d) One Bid per Bidder:
Based on the “One Bid per Bidder” principle, which is to ensure fair competition, a firm, and any Affiliates shall not be allowed to submit more than one Proposal, either individually as a single firm or as a member of a JV. A firm (including its Affiliate), if acting in the capacity of a Subconsultant in one Proposal, may participate in other Proposals, only in that capacity.
- (e) Any other form of conflict of interest other than (a) through (d) of this ITC 3.2.

4. Corrupt and Fraudulent Practices

4.1 It is JICA’s policy to require that the Consultants, as well as the Borrowers, the Project Executing Agencies and the Clients under contracts funded with Japanese ODA Loans and other Japanese ODA, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

- (a) will reject the result of evaluation of Proposals if it determines that the Consultant evaluated as the highest-ranked has engaged in any corrupt or fraudulent practice in competing for the contract in question.
- (b) will recognize a consultant as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Consultant has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the DS**.
- (c) will recognize a consultant as ineligible to be awarded a contract funded with Japanese ODA Loans if the Consultant or Subconsultant, who has a direct contract with the Consultant, is debarred under the cross-debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from

(and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started operating cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” The list of debarred firms and individuals is available at the electronic address **specified in the DS**.

JICA will recognize a consultant as ineligible to be awarded a contract funded with Japanese ODA Loans if the Consultant is debarred by the World Bank Group for the period starting from the date of issuance of this Request for Proposals up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Consultant was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Consultant.

If it is revealed that the Subconsultant, who has a direct contract with the Consultant, was debarred by the World Bank Group on the sub-contract date, JICA will in principle require the Borrower to have the Consultant cancel the sub-contract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Consultant refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract

and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

- 4.2 If the Client determines, based on reasonable evidence, that the Consultant has engaged in any corrupt and fraudulent practice, the Client may disqualify such Consultant after notifying the grounds of such disqualification.
- 4.3 Furthermore, the Consultant shall be aware of the provision stated in Clause 1.10 of the General Conditions of Contract.

5. Eligibility

- 5.1 The Consultant may be a single firm or a JV. In the case of a JV:
- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms,
 - (b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the selection process and, in the event the JV is awarded the Contract, during contract execution, and
 - (c) Proposal submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV in the event of a successful Proposal shall be signed by all members and submitted with the Proposal. The JV Agreement or a formal letter of intent, as the case may be, shall indicate at least the portion of the assignment to be executed by each member.
- 5.2 The Consultant shall meet the requirements as to eligibility of the Consultants as specified in Section V, Eligible Source Countries of Japanese ODA Loans.
- 5.3 The Consultant that has been determined to be ineligible by JICA in accordance with ITC 4.1 above,

shall not be eligible to be awarded a contract.

- 5.4 The Consultant shall provide such evidence of its continued eligibility satisfactory to the Client, as the Client shall reasonably request.

B. Preparation of Proposals

6. Preparation of Proposals

- a. **Completeness of RFP**
- 6.1 Unless obtained directly from the Client, the Client is not responsible for the completeness of the RFP, responses to requests for clarification, the minutes of the pre-proposal conference (if any), or addenda to the RFP in accordance with ITC 8.3. In case of any contradiction, documents obtained directly from the Client shall prevail.
- b. **Information to be furnished**
- 6.2 The Consultant is expected to examine all instructions, forms, and terms in the RFP in detail and to furnish with its Proposal all information and documentation as is required by the RFP. The information or documentation shall be complete, accurate, current, and verifiable.
- c. **Cost of Proposals**
- 6.3 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation. 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.
- d. **Language of Proposals**
- 6.4 The Proposal, as well as all related correspondence exchanged by the Consultant and the Client, shall be written in the language **specified in the DS**.
- 6.5 Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language of Proposal, in which case, for purposes of interpretation of the Proposal, such translation shall govern.

7. Proposal Validity Period

- a. Validity Period**
- 7.1 The Consultant's Proposal must remain valid for a period **specified in the DS** after the Proposal submission deadline.
- 7.2 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.
- 7.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not scheduled at the time of Proposal submission to be available or was named in the Proposal without confirmation of his/her availability, such Proposal shall be disqualified and rejected from further evaluation.
- b. Extension of Validity Period**
- 7.4 The Client will make its best effort to complete negotiations within this period. However, should the need arise, the Client may request, in writing, all Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Experts named in the Proposal subject to the provisions under ITC 7.6.
- 7.5 The Consultants who do not agree have the right to refuse to extend the validity of their proposals in which case their Proposals will not be further evaluated.
- c. Substitution of Key Experts at Validity Extension**
- 7.6 If any of the Key Experts becomes 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.
- 7.7 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, such Proposal will be rejected.
- d. Sub-**
- 7.8 The Consultant shall not propose Subconsultants for

- Consulting** the whole of the Services.
- e. Delayed Contract Signing** 7.9 If the contract signing is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial period of proposal validity, the amounts payable under the Contract shall be determined as follows:
- (a) In the case of fixed price contracts, the amounts payable under the Contract shall be the price of the Financial Proposal adjusted by the factor **specified in the DS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.

In any case, evaluation shall be based on the price of the Financial Proposal without taking into consideration the applicable correction from those indicated above.

8. Clarification and Amendments of RFP

- a. Clarification of RFP** 8.1 The Consultant requiring any clarification of the RFP shall contact the Client in writing at the Client's address **specified in the DS** or raise its enquiries during the pre-proposal conference if provided for in accordance with ITC 8.2. The Client will respond in writing to any request for clarification, at least fourteen (14) days before the deadline for submission of Proposal provided that such request is received no later than twenty-one (21) days prior to that deadline. The Client shall forward copies of its response to all shortlisted Consultants, including a description of the inquiry but without identifying its source. If so **specified in the DS**, the Client shall also promptly publish its response on the Client's web page **identified in the DS**. Should the clarification result in changes to the essential elements of the RFP, the Client shall amend the RFP following the procedure under ITC 8.3.
- b. Pre-Proposal Conference** 8.2 If so, **specified in the DS**, the Consultant's designated representative is invited to attend a pre-proposal conference. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage. Attending the pre-

proposal conference is at the Consultants' expense.

Minutes of the pre-proposal conference, if applicable, including the text of the questions asked by the Consultant, without identifying the source, and the responses given, together with any responses prepared after the conference, will be transmitted promptly to all shortlisted Consultants. Any modification to the RFP that may become necessary as a result of the pre-proposal conference shall be made by the Client exclusively through the issue of an addendum pursuant to ITC 8.3 and not through the minutes of the pre-proposal conference. Nonattendance at the pre-proposal conference will not be a cause for disqualification of a consultant.

c. Amendment of RFP

8.3 At any time prior to the Proposal submission deadline, the Client may amend the RFP by issuing an addendum in writing in sufficient time before the submission of Proposals. The addendum shall be sent to all shortlisted Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments. To give the Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the Proposal submission deadline.

8.4 The Consultant may submit a modified Proposal substituting the already submitted Proposal or submit a modification to any part of the already submitted Proposal, in accordance with ITC 12.8 at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the Proposal submission deadline except as permitted under ITC 7.6.

9. Preparation of Proposals - Specific Considerations

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

(a) For the purpose of submitting a Proposal, a shortlisted Consultant may enhance its expertise for the assignment either by:

(i) associating with other firms or individuals as Subconsultants, in which case such other

firms or individuals shall not be liable for the Contract, and/or

- (ii) forming a JV with other firms which substantially perform the Services and/or have experience contributing to the enhancement of the expertise of the JV, in which case the shortlisted Consultant shall be the lead member, shall execute a major portion of the assignment, and have the authority to conduct all businesses for and on behalf of any and all of its members. Each member of the JV is liable under the Contract as provided in ITC 5.1(a).

- (b) If the Consultant has been shortlisted through an Expression of Interest, any change in the structure or formation of the Consultant including Subconsultants named in the application in the Expression of Interest after being invited to submit a Proposal shall be subject to the written approval of the Client prior to the Proposal submission deadline. Any such change shall be submitted to the Client not later than twenty-one (21) days before the Proposal submission deadline.

10. Technical Proposal Format and Content

10.1 The Technical Proposal shall comprise the following:

- (a) completed Technical Proposal Forms, in accordance with ITC 10.2;
- (b) Power of Attorney, authorizing the signatory of the Proposal to commit the Consultant, in accordance with ITC 12.4;
- (c) copy of the JV Agreement, or a formal letter of intent to enter into a JV in the case of a Proposal submitted by a JV in accordance with ITC 5.1; and
- (d) any other document **required in the DS**.

a. Contents

10.2 The Technical Proposal shall provide the information requested in subparagraphs (a) through (h) below, using the forms provided in Section III, Technical Proposal Forms. The forms shall be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

(a) Form TECH-1:

This form entitled "Technical Proposal Submission Form", once completed, shall be the Technical Proposal Submission Letter.

(b) Form TECH-2:

A brief description of the Consultant's organization and an outline of recent experience of the Consultant and, in the case of a JV, for each member, on assignments of a similar nature are required in Form TECH-2.

For each assignment, the outline shall indicate the names of all JV members (in the case of a JV), Subconsultants who participated, duration of the assignment, contract amount, and the Consultant's involvement. Information shall be provided only for those assignments for which the Consultant was legally contracted individually as a single firm or, as a lead firm or one of the members of a JV. Assignments completed by individual Experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the JV members, but can be claimed by the Experts themselves in their CVs. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included. The Consultant shall be prepared to substantiate the experience claimed if so, requested by the Client.

(c) Form TECH-3:

Comments and suggestions on the TOR including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space,

local transportation, equipment, data, etc. to be provided by the Client in Form TECH-3.

Comments and suggestions on the TOR and on requirements for counterpart staff and facilities will be evaluated as part of the Technical Proposal and applicable amounts will be included in the Financial Proposal.

(d) Forms TECH-4 & TECH-8:

A description of the approach, methodology and work plan for performing the assignment.

Guidance on the content of this section of the Technical Proposals is provided in Form TECH-4. The work plan shall be consistent with the Work Schedule as indicated in Form TECH-8, which will show in the form of a bar chart the timing proposed for each activity.

(e) Form TECH-5:

The list of the proposed team by area of expertise, the position that would be assigned to each team member, their tasks and a summary of essential CV information in Form TECH-5, duly completed considering the following:

(i) The Consultants shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position except as permitted under sub-paragraph (ii) below. Failure to comply with this requirement will make the Proposal non-responsive.

(ii) The Consultant may, where appropriate, propose two or more Key Experts to act jointly for one Key Expert position.

(f) Form TECH-6:

CVs of the Key Experts signed by the Key Experts themselves or by the authorized representative submitting Form TECH-6. In case of CVs signed by the authorized representative, should the firm be ranked first, copies of the same CVs signed by the Key Experts must be submitted to the Client prior

to commencement of contract negotiations.

(g) Form TECH-7:

Estimates (man-months) of the Experts needed to carry out the assignment in Form TECH-7. The man-months input shall be indicated separately for home work and field work.

10.3 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

b. Volume

10.4 The contents of the Technical Proposal and the recommended number of pages are indicated in the table below. A page is considered to be one printed side of A4 (210mm × 297mm). If other sizes of paper are used, the number of pages is determined on a pro-rata basis (e.g.: one (1) A3 page is equivalent to two (2) A4 pages.). Excessively voluminous Technical Proposals at the discretion of the Client may not be evaluated.

Technical Proposal Form		No. of Pages
1.	Consultant's Organization and Experience	
	a. Form TECH-2A Consultant's Organization	Two (2) pages for each entity comprising the Consultant.
	b. Form TECH-2B Consultant's Experience	Twenty (20) pages
2.	Form TECH-3A Comments and Suggestions on Terms of Reference	No page limits. but shall be concise and to the point.
3.	Form TECH-3B Comments and Suggestions on Counterpart Staff and Facilities	Two (2) pages.
4.	Form TECH-4 Description of Approach, Methodology and Work Plan for Performing the Assignment	Fifty (50) pages inclusive of charts and diagrams.
5.	Form TECH-5 Team Composition, Task Assignments and Summary of CV Information	As required for information requested.
6.	Form TECH-6 Curriculum Vitae (CV) for Proposed Key Experts	Five (5) pages for each Key Expert's CV.
7.	Form TECH-7 Expert Schedule	As required for information requested.
8.	Form TECH-8 Work Schedule	As required for information requested.

11. Financial Proposal Format and Content

11.1 The Financial Proposal shall comprise the following which shall be prepared using the Forms provided in Section IV, Financial Proposal Forms to be completed as described in subparagraphs (a) through (c) below. The

forms shall be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The minimum number of man-months required to carry out the Services is **indicated in the DS** for information.

(a) The Financial Proposal shall list all costs associated with the assignment, including

- (i) remuneration for Key Experts and Non-Key Experts.
- (ii) reimbursable expenses **indicated in the DS**.

(b) The Financial Proposal requires completion of the following forms in Section IV, Financial Proposal Forms.

- (i) Form FIN-1:
This form entitled "Financial Proposal Submission Form", once completed, shall be the Financial Proposal Submission Letter.
- (ii) Form FIN-2:
This form entitled "Summary of Costs" shall summarize the proposed cost(s) by currency(ies). It shall list all costs associated with the assignment, including remuneration for Experts and reimbursable expenses **indicated in DS 11.1(a)(ii)**. The total amounts of remuneration and reimbursable expenses in Form FIN-2 shall be consistent with those amounts in Forms FIN-3 and FIN-4.

The amounts and currencies of the Provisional Sum for Contingency Allowance and the Specified Provisional Sums, if any included in the FIN-2, shall be **as specified in the DS**. The Consultant shall be aware of the provisions stated in Sub-Clause 2.6.4 of the Conditions of Contract.

- (iii) Form FIN-3:
This form entitled "Remuneration" shall show

the details of remuneration.

(iv) Form FIN-4:

This form entitled "Reimbursable Expenses" shall show the details of reimbursable expenses.

(v) Form FIN-5:

This Form entitled "Table of Adjustment Data", shall show the indices and/or coefficients to be applied for the price adjustment formulae.

Unless otherwise specified in the DS, the rates and prices quoted by the Consultant are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Consultant shall furnish the indices and/or coefficients for the price adjustment formulae in the Table of Adjustment Data and the Client may require the Consultant to justify its proposed indices and/or coefficients.

- (c) All activities and items described in the Technical Proposal must be priced. Any activities or items described in the Technical Proposal but not priced, shall be deemed to be included in the prices of other activities or items provided for in the Financial Proposal.

a. Duties, Taxes and Levies 11.2 All duties, Taxes and levies arising out of the Contract shall be considered and included in the Financial Proposal:

- (a) **unless otherwise stated in the DS 11.2(c)**, the Consultant (including all members of a Consultant JV), all Subconsultants, and all Experts shall be responsible for meeting all liabilities in respect of duties, taxes and levies arising out of the Contract, both in the Client's country and abroad.
- (b) General information on duties, taxes and levies in the Client's country is **provided in the DS**.

(c) The estimated amounts of all identifiable duties, taxes and levies in the Client's country (local taxes) shall be indicated in the Financial Proposal as follows:

(i) Local Taxes to be exempted as "No Pay" exemptions

No amount in respect of any local tax which is **indicated in the DS** as a "No Pay" exemption shall be included or indicated in the Financial Proposal.

(ii) Local Indirect Taxes exempted as "Pay & Reimburse" exemptions

The estimated amount of any local tax which is **indicated in the DS** as a "Pay & Reimburse" exemption shall:

- a. be indicated under Non-competitive Components in Form FIN-2: Summary of Costs;
- b. be excluded from the evaluation of the Financial Proposal; and
- c. be included in the Contract Price.

(iii) Local Indirect Taxes to be paid by the Client on behalf of the Consultant

The estimated amount of any local indirect tax which is **indicated in the DS** as paid by the Client on behalf of the Consultant shall:

- a. be indicated under Non-competitive Components in Form FIN-2: Summary of Costs;
- b. be excluded from the evaluation of the Financial Proposal; and
- c. not be included in the Contract Price.

(iv) Local Indirect Taxes payable by the Consultant

The estimated amount of any local indirect tax

which is not indicated in DS 11.2(c) as exempted or as to be paid by the Client on behalf of the Consultant shall:

- a. be indicated under Non-competitive Components in Form FIN-2: Summary of Costs;
 - b. be excluded from the evaluation of the Financial Proposal; and
 - c. be included in the Contract Price.
- b. Currency of Proposal and Payment**
- 11.3 The currency(ies) of the Financial Proposal shall be **as specified in the DS.**
- 11.4 Payments under the Contract shall be made in the currency(ies) in which the Financial Proposal of the selected Consultant is expressed.

C. Submission, Opening and Evaluation of Proposals

- 12. Submission of Proposals**
- 12.1 The Consultant shall submit a signed and complete Proposal comprising the documents in accordance with ITC 10 and ITC 11. The submission can be sent by courier or delivered by hand. Bids received though email will be rejected.
- a. Format and Signing of Proposals**
- 12.2 The Consultant shall prepare one original of the Technical Proposal and one original of the Financial Proposal as described in ITC 10 and ITC 11 respectively, and clearly mark them "TECHNICAL PROPOSAL - ORIGINAL" and "FINANCIAL PROPOSAL - ORIGINAL", as appropriate.
- 12.3 In addition, the Consultant shall submit copies of the Technical and Financial Proposals, in the number **specified in the DS** and clearly mark each of them "TECHNICAL PROPOSAL - COPY", "FINANCIAL PROPOSAL - COPY", as appropriate.
- In the event of any discrepancy between the original and the copies, the original shall prevail.
- 12.4 The original of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly

authorized to sign on behalf of the Consultant. The authorization shall be in the form of a Power of Attorney included in the Technical Proposal. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

A Proposal submitted by a JV shall be signed by an authorized representative of the JV accompanied by a Power of Attorney from each member of the JV giving that authorized representative the power to sign on their behalf and legally bind them all. Such power shall also be given by a person duly authorized to do so on behalf of each member evidenced by a Power of Attorney.

12.5 The Consultants shall clearly mark "CONFIDENTIAL" any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets or commercial or financially sensitive information.

b. Sealing and Marking of Proposals

12.6 The Consultant shall enclose:

- (a) in a sealed envelope, duly marked as "TECHNICAL PROPOSAL - ORIGINAL", all documents comprising the Technical Proposal, as described in ITC 10;
- (b) in a sealed envelope, duly marked as "FINANCIAL PROPOSAL - ORIGINAL", all documents comprising the Financial Proposal, as described in ITC 11;
- (c) in sealed envelopes, duly marked as "TECHNICAL PROPOSAL - COPY", all required copies of the Technical Proposal, sequentially numbered; and
- (d) in sealed envelopes, duly marked as "FINANCIAL PROPOSAL - COPY", all required copies of the Financial Proposal, sequentially numbered.

These envelopes (inner envelopes) containing the original and the copies shall then be enclosed in one single envelope (outer envelope).

The inner and outer envelopes shall be:

- (a) clearly marked with the name and address of the Consultant;
- (b) addressed to the Client in accordance with ITC 12.7; and
- (c) clearly marked with the specific identification of this selection process **specified in DS 2.1**.

The outer envelopes and the inner envelopes containing the Technical Proposal shall be clearly marked with a warning "NOT TO BE OPENED BEFORE THE TIME AND DATE FOR THE OPENING OF TECHNICAL PROPOSAL", in accordance with ITC 13.1.

The inner envelopes containing the Financial Proposal shall be clearly marked with a warning "NOT TO BE OPENED UNTIL ADVISED BY THE CLIENT", in accordance with ITC 13.7.

If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement or premature opening of the Proposal.

c. Proposal Submission Deadline and Late Proposals

- 12.7 The Proposals must be submitted to the address(es) **indicated in the DS** and received by the Client no later than the date and the time **specified in the DS**, or any extension to this date in accordance with ITC 8.3.

Any proposal received by the Client after the deadline for submission of Proposals shall be declared late, rejected and returned unopened to the Consultant.

d. Substitutions and Modifications

- 12.8 The Consultants may substitute, or modify their Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative. The corresponding substitution or modification of the Proposal must accompany the respective written notice and shall include a copy of the authorization in accordance with ITC 12.4. All notice must be:

- (a) prepared and submitted in accordance with ITC 12.1 through ITC 12.7, and in addition, the

respective outer envelopes shall be clearly marked "SUBSTITUTION," "MODIFICATION;" and

- (b) received by the Client prior to the deadline prescribed for submission of Proposal, in accordance with ITC 12.7.

13. Opening of Proposals

- 13.1 The Client shall open and read out in public, in accordance with ITC 13.4, all Technical Proposals received by the deadline, at the date, time and place **specified in the DS**, in the presence of designated representatives of the shortlisted Consultants who choose to attend. The Financial Proposals shall remain unopened, sealed and be held in the custody of the Client until they are opened in accordance with ITC 13.7.
- 13.2 First, envelopes marked "SUBSTITUTION" shall be opened and read out and the envelopes containing the Substitution Technical Proposal and/or Substitution Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Consultant unopened. Only the Substitution Technical Proposal, if any, shall be opened and read out. Substitution Financial Proposal will remain unopened in accordance with ITC 13.1. No envelope substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Technical Proposal opening.
- 13.3 Second, envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Proposal. Only the Technical Proposals, both Original as well as Modification, are to be opened and read out at the Technical Proposal opening. Financial Proposals, both Original as well as Modification, will remain unopened in accordance with ITC 13.1.
- 13.4 Next, all other envelopes containing the Technical Proposals shall be opened one at a time, reading out

and recording:

- (a) the name and the country of the Consultant, or in case of a JV, the name of the JV, the name and the country of each member of the JV, starting from the lead member;
- (b) whether there is a modification or a substitution;
- (c) the presence or absence of duly sealed envelope with Financial Proposal; and
- (d) any other details as the Client may consider appropriate.

A copy of the record shall be sent to all Consultants who submitted Proposals in time, and to JICA.

- 13.5 At the end of the Technical Evaluation, the Client shall notify in writing the Consultants whose Technical Proposal were determined to be responsive to the key aspects of the RFP and achieved the minimum Technical Score, informing them of the Technical Scores secured by their Technical Proposals, indicating the date, time and place of public opening of the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening.
- 13.6 The Client shall simultaneously notify those Consultants whose Technical Proposals were determined to be non-responsive to the key aspects of the RFP and/or failed to achieve the minimum Technical Score, informing them of the Technical Scores secured by their Technical Proposals, and return their Financial Proposals unopened.
- 13.7 The Client shall conduct the opening of the Financial Proposals in the presence of the Consultants' representatives who choose to attend at the place, date and time specified by the Client. The expected date for the public opening of the Financial Proposal is **indicated in the DS**.
- 13.8 At the opening of the Financial Proposal, first, the name of the Consultants; and, the Technical Scores of the

Consultants shall be read out. Next, all envelopes containing Financial Proposals shall be opened one at a time, reading out and recording:

- (a) the name of the Consultant;
- (b) whether there is a modification or substitution;
- (c) the Price of the Financial Proposal; and
- (d) any other details as the Client may consider appropriate.

A copy of the record shall be sent to all Consultants who submitted Proposals in time, and to JICA.

14 Proposal Evaluation

14.1 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under ITC 7.6.

14.2 For the purpose of evaluation of the Proposal, the Client shall appoint an Evaluation Committee comprising of the persons competent for such purpose as its members.

The members of such evaluation committee shall conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. They shall have no access to the Financial Proposals until the technical evaluation is concluded.

a. Technical Proposals

14.3 During the evaluation of the Technical Proposals, the Evaluation Committee shall determine if the Technical Proposals are responsive to the key aspects of the RFP and achieve the minimum Technical Score **specified in the DS**, applying the evaluation criteria, sub-criteria, and point system **specified in the DS**.

14.4 A Proposal shall be rejected at this stage if it is determined to be non-responsive to the key aspects of the RFP, particularly the TOR or if it fails to achieve the minimum Technical Score.

b. Financial Proposals

14.5 The Evaluation Committee will review the detailed content of each Financial Proposal and the compatibility of the Technical and Financial Proposal. Financial Proposals will be reviewed to ensure that they

are:

- (a) complete (i.e., whether the Consultant has priced all items of the corresponding Technical Proposal);
 - (i) Any arithmetical errors will be corrected as follows: in case of discrepancy between a partial amount (sub-total) and the total amount; or between the amount derived by multiplication of unit price with quantity and the total price; or between words and figures; the former will prevail.
 - (ii) In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total offered price.
 - (iii) The prices will be adjusted for evaluation purposes only, if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal.

In case of material omissions of items of reimbursable expenses, the Client will price them by application of the highest unit cost of the omitted item in the Financial Proposals of the other Consultants (or a unit cost reasonably estimated by the Client) and the quantity omitted, and add their cost to the offered price.

In case of omissions of items of remuneration, if less than the minimum number of man-months **specified in the DS 11.1** is provided in the Technical Proposal, the relevant Financial Proposal will be adjusted to reflect the difference between the number of man-months so proposed and the number of the

minimum man-months. Such an adjustment will be made for each of the international Experts and local Experts through adding the amount obtained as follows:

$$A_{ad} = (M_{min} - M_{pro}) \times RR_h$$

where:

A_{ad} : Amount adjusted

M_{min} : Minimum number of man-months as specified in DS 11.1

M_{pro} : Number of man-months proposed

RR_h : The highest remuneration rate per month in each category (international or local Experts) among all the Proposals

- (b) in compliance with the requirements set forth in RFP including but not limited to:
- a. Specified Provisional Sums and the Provisional Sums for Contingency Allowance, which shall be included in the Financial Proposal as specified in DS 11.1(b)(ii).
 - b. the validity period which shall be **as indicated in the DS 7.1.**

14.6 The evaluated total price (ETP) for each Financial Proposal will be determined including any corrections and adjustments if required in accordance with ITC 14.5(a) above, but excluding non-competitive components indicated in FIN-2 (i.e., Provisional Sum for Contingency Allowance, Specified Provisional Sums and local indirect taxes); and

The ETP shall be then converted to a single currency using the selling rates of exchange, source and date **indicated in the DS.**

14.7 The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal is inversely proportional to its ETP and will be computed as follows:

$$Sf = 100 \times Fm / F$$

where:

Sf is the financial score of the Financial Proposal being evaluated,

Fm is the ETP of the lowest evaluated Financial Proposal,

F is the ETP of the Financial Proposal under consideration

- 14.8 Upon completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weight **as specified in the DS** respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant. After such final ranking, the first-ranked Consultants will be invited for contract negotiations.

D. Negotiations and Award

15. Negotiations

- 15.1 The negotiations will be held at the date and the place **indicated in the DS** with the Consultant's representative(s) who must have a Power of Attorney to negotiate and sign a Contract on behalf of the Consultant.
- 15.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- a. Availability of Key Experts** 15.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 7.6. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client will proceed to negotiate the Contract with the next-ranked Consultant.
- 15.4 Notwithstanding the above, the substitution of Key

Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

- b. Technical Negotiations**
- 15.5 The negotiations include discussions of the TOR, the proposed methodology, the Client's inputs, the Special Conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- c. Financial Negotiations**
- 15.6 The negotiations include a discussion and/or clarification of the Consultant's tax liability and tax payment procedures in the Client's country, and how such liabilities and procedures will be stated in the Contract. The outcome of such discussions/clarifications will be reflected in the relevant financial and/or technical documents, as appropriate.
- 15.7 The negotiations, as necessary, fine-tune duration of the Expert's inputs and quantities of items of reimbursable expenses that may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal but without significant alterations. The unit rate of remuneration shall not be subject to negotiations. Unless there are exceptional reasons, the unit rates of reimbursable expenses shall not be subject to negotiation.
- 16. Conclusion of the Negotiations**
- 16.1 Successful negotiations shall conclude with a review of the agreed draft Contract. To complete the negotiations, the Client and the Consultant will initial the agreed draft Contract.
- 16.2 If in the opinion of the Client, the negotiations are not successful, then, upon consultation with JICA, the Client may terminate the negotiations informing the Consultant of the reasons for doing so and invite the

next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

17. Signing of Contract

- 17.1 Upon conclusion of the Contract negotiations, the Client shall invite the selected Consultant for signing of the Contract.
- 17.2 The Consultant is expected to commence the Services on the date and at the place **specified in the DS**.

18. Notification to Unsuccessful Consultants and Debriefing

- 18.1 After the signing of the Contract with the selected Consultant, the Client shall notify all Consultants who have submitted Proposals but not selected, the result of the selection and that they were unsuccessful.
- 18.2 After receipt of the Client's notification pursuant to ITC 18.1 above, the unsuccessful Consultants (including those rejected on the grounds of their Technical Proposals not being substantially responsive to the key aspects of the RFP and/or failed to achieve the minimum Technical Score) may request a debriefing in writing or in a meeting with the Client, seeking an explanation of the grounds on which their proposals were not selected.
- 18.3 The Client shall promptly respond in writing to any unsuccessful Consultants who request a debriefing in accordance with ITC 18.2 above.

19. Publication

- 19.1 After a Contract is determined to be eligible for JICA's financing, the following information may be made public by JICA:
- (a) the names of all Consultants who submitted Proposals,
 - (b) the technical points assigned to each Consultant,
 - (c) the offered prices of each Consultant,
 - (d) the overall ranking of the Consultants,
 - (e) the name and address of the successful Consultant, and

(f) signing date and amount of the Contract.

20. Confidentiality

20.1 Information relating to evaluation of Proposals and Contract negotiations shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the selection process, until the information on Contract signing is communicated to all Consultants in accordance with ITC 18.1.

The use by any Consultant of confidential information related to this selection process may result in the rejection of its Proposal.

20.2 Any attempt by a consultant to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for contract negotiation may result in the rejection of its Proposal.

20.3 Notwithstanding ITC 20.2, from the time of Proposal opening to the time of Contract signing, if any Consultant wishes to contact the Client on any matter related to the selection process, it shall do so in writing.

Section II. Data Sheet

A. General	
ITC 1.1(b)	The Applicable Guidelines are those published in <i>April 2012</i> .
ITC 2.1	<p>The Letter of Invitation: MegLIFE/2023/399</p> <p>The Client is: Meghalaya Basin Development Authority, (MBDA), Meghalaya, India</p> <p>The Project is: Project for Community Based Forest Management & Livelihood Improvement in Meghalaya (MegLIFE)</p> <p>The name of the Assignment is: Feasibility Study for Enterprise Development under MegLIFE</p>
ITC 2.7	The following inputs, project data, reports, etc. are provided to facilitate the preparation of the Proposals: N/A
ITC 4.1(b)	The list of ineligible firms and individuals is available at the JICA's website: www.jica.go.jp/english/our_work/compliance
ITC 4.1(c)	The list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr
B. Preparation of Proposals	
ITC 6.4	Language of the Proposals: English
ITC 7.1	Proposals must remain valid for <i>90 days</i> after the Proposal submission deadline date
ITC 7.9(a)	<i>This DS 7.9(a) is not applicable.</i>
ITC 8.1	<p>For clarification purposes only</p> <p>Through Email: mbdaprocurement@gmail.com</p> <p>Responses to any request for clarification: As per the pre-bid meeting and submission of queries mentioned in the Letter of Invitation.</p> <p>Clarification, Addendum and Corrigendum (if any) will be published on the Client's web page indicated below.</p> <p>Web Page: https://mbda.gov.in</p>

ITC 8.2	<p>A pre-proposal conference will take place at the following date, time and place:</p> <p>Date : 21th August, 2023 Time : 11:00 AM IST Place : Shalom Building, 2nd Floor, Lower Lachumiere, Shillong, Meghalaya or virtually (meeting link will be shared before the mentioned date)</p> <p>Last date for submission of Pre-Bid Queries: 21st August 2023 before 10:30 AM IST through email - mbdaprocurement@gmail.com . No other queries will be accepted after this deadline.</p>
ITC 10.1(d)	<p>The Consultant shall submit the following additional documents in its Technical Proposal: None</p>
ITC 11.1	<p>Minimum numbers of man-months for Experts that must be shown on the Personnel schedule are:</p> <p>- Experts : [21] man-months</p> <p>Other than Experts, the field staff (Supervisors & Enumerators/ Surveyors) will be employed for collection of data from the field. The Consultant will indicate the period of their engagement on the Expert/Personnel schedule as well, indicating the duration of their engagement in days/ man-months for data collection and analysis.</p>
ITC 11.1(a)(ii)	<p><i>Applicable Reimbursable expenses in local currencies</i></p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Experts employed for data collection of the Consultant for every day in which the Experts shall be absent from their home office; (2) cost of necessary air travel of Experts by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) land transportation including vehicle rental; (5) cost of communications such as the use of telephone and facsimile required for the purpose of the Services;

	<p>(6) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) miscellaneous administrative and support costs including office operations, support personnel and translation</p>
ITC 11.1(b)(ii)	This DS 11.1(b)(ii) is not applicable.
ITC 11.1(b)(v)	The rates and prices quoted by the Consultant shall be fixed; consequently, the Consultant is not required to furnish the indices and coefficients for the price adjustment formulae in the Table of Adjustment Data.
ITC 11.2(b)	Information on the Consultant's tax liabilities in the Client's country can be found at http://dor.gov.in/
ITC 11.2(c)	Liabilities as to taxes, duties and levies shall be solely borne by the Consultant, except for the GST
ITC 11.3	The currency of the Financial Proposal shall be Indian Rupee
C. Submission, Opening and Evaluation of Proposals	
ITC 12.3	<p>In addition to the original of the Technical and Financial Proposal, the number of copies is: Two</p> <p><i>In addition, a soft copy in PDF format (pendrive) of the Technical Proposal shall be submitted along with the technical bids</i></p>
ITC 12.7	<p>For Proposal submission purposes only, the Client's address is: Attention: Mr. Gunanka D.B., Additional Project Director, MegLIFE Mailing Address: Shalom Building, 2nd Floor, Lower Lachumiere, Shillong - 793001, Meghalaya Landmark: Behing Golds Gym</p> <p>Note: Submission of bids should be in hard-copy only, else the bids will be rejected</p> <p>The Proposal submission deadline is: Date: 11 September 2023 Time: 17:00 p.m.</p>

	Bids received after the deadline will be summarily rejected														
ITC 13.1	<p>The opening of the Technical Proposals shall take place at: Mailing Address: Shalom Building, 2nd Floor, Lower Lachumiere, Shillong - 793001, Meghalaya Date: 11 September 2023 Time: 17:15 p.m.</p> <p>The firm will be expected to make a presentation on their proposed approach and method as well as the proposed team. The date of the presentation will be communicated in due course by MBDA</p>														
ITC 13.7	<p>The opening of the Financial Proposals is expected to take place at: Mailing Address: Shalom Building, 2nd Floor, Lower Lachumiere, Shillong - 793001, Meghalaya Date: To be notified to the technically qualified bidders only</p>														
ITC 14.3	<p>The minimum Technical Score required to be achieved: 70 Points</p> <p>Criteria, sub-criteria, and point system for the evaluation are as follows:</p> <table border="0"> <thead> <tr> <th style="text-align: center;"><u>Criteria/ Sub Criteria</u></th> <th style="text-align: center;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(a) Experience of the Consultants relevant to the assignment:</td> <td></td> </tr> <tr> <td>(i) Experience in different categories (farm-based, forest-based, off-farm/ non-farm) of community enterprise development (At least one Project in all 3 categories - 5; At least one Project in 2 categories - 3; At least one Project in only 1 category - 1)</td> <td style="text-align: center;">5</td> </tr> <tr> <td>(ii) Experience of value chain studies/ dev. for farm, off-farm/ non-farm and forest products (> 4 Projects - 4, 3 to 4 Projects - 3; 1-2 Projects - 2)</td> <td style="text-align: center;">4</td> </tr> <tr> <td>(iii) Experience of market studies/ linkage for farm, off-farm/ non-farm and forest products (> 4 Projects - 4, 3 to 4 Projects - 3; 1-2 Projects - 2)</td> <td style="text-align: center;">4</td> </tr> <tr> <td>(iv) Experience of planning/ designing/ implementing/ facilitating community-based enterprises (> 4 Projects - 4, 3 to 5 Projects - 3; 1-2 Projects - 2)</td> <td style="text-align: center;">4</td> </tr> <tr> <td>(v) Experience of planning/ designing/ implementing/ facilitating Ecotourism/</td> <td style="text-align: center;">3</td> </tr> </tbody> </table>	<u>Criteria/ Sub Criteria</u>	<u>Points</u>	(a) Experience of the Consultants relevant to the assignment:		(i) Experience in different categories (farm-based, forest-based, off-farm/ non-farm) of community enterprise development (At least one Project in all 3 categories - 5; At least one Project in 2 categories - 3; At least one Project in only 1 category - 1)	5	(ii) Experience of value chain studies/ dev. for farm, off-farm/ non-farm and forest products (> 4 Projects - 4, 3 to 4 Projects - 3; 1-2 Projects - 2)	4	(iii) Experience of market studies/ linkage for farm, off-farm/ non-farm and forest products (> 4 Projects - 4, 3 to 4 Projects - 3; 1-2 Projects - 2)	4	(iv) Experience of planning/ designing/ implementing/ facilitating community-based enterprises (> 4 Projects - 4, 3 to 5 Projects - 3; 1-2 Projects - 2)	4	(v) Experience of planning/ designing/ implementing/ facilitating Ecotourism/	3
<u>Criteria/ Sub Criteria</u>	<u>Points</u>														
(a) Experience of the Consultants relevant to the assignment:															
(i) Experience in different categories (farm-based, forest-based, off-farm/ non-farm) of community enterprise development (At least one Project in all 3 categories - 5; At least one Project in 2 categories - 3; At least one Project in only 1 category - 1)	5														
(ii) Experience of value chain studies/ dev. for farm, off-farm/ non-farm and forest products (> 4 Projects - 4, 3 to 4 Projects - 3; 1-2 Projects - 2)	4														
(iii) Experience of market studies/ linkage for farm, off-farm/ non-farm and forest products (> 4 Projects - 4, 3 to 4 Projects - 3; 1-2 Projects - 2)	4														
(iv) Experience of planning/ designing/ implementing/ facilitating community-based enterprises (> 4 Projects - 4, 3 to 5 Projects - 3; 1-2 Projects - 2)	4														
(v) Experience of planning/ designing/ implementing/ facilitating Ecotourism/	3														

	<p>Tourism enterprises (> 2 Projects – 3, 2 Projects – 2; 1 Project – 1)</p> <p>(vi) Experience of organizing studies based on large scale data collection 3 (> 3 Projects – 3, 2 to 3 Projects – 2; 1 Project – 1)</p> <p>(vii) Experience in North-east region of India 2 (> 2 Projects – 2, 1 to 2 Project – 1)</p> <p style="text-align: right;">Total points for criterion (a): 25</p> <p>(b) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>(i) Technical approach and methodology 15 (ii) Work plan 8 (iii) Organization and staffing 7</p> <p style="text-align: right;">Total points for criterion (b): 30</p> <p>The number of points to be assigned criterion (b)(i) shall be determined considering the following criteria and relevant percentage weights:</p> <p>1. The methodology reflects proper understanding of the scope and objective of the assignment, adds value to the ToR and contains innovations 30%</p> <p>2. The methodology is concise, clear and complete: all aspects of proposed assignment described, including associated activities; tools for collection of data described, risks and assumptions mentioned 70%</p> <p>The number of points to be assigned criterion (b)(ii) shall be determined considering the following criteria and relevant percentage weights:</p> <p>1. The work plan is detailed, realistic, in line with the ToR and proposed methodology and provides for completion of the assignment in the given time frame. 30%</p> <p>2. Extent and clarity of the details provided in the Work Schedule (Form TECH 7) 70%</p> <p>The number of points to be assigned criterion (b)(iii) shall be determined considering the following criteria and relevant percentage weights:</p>
--	---

1. The number of proposed experts and the expected number of working days for each expert are adequate to satisfactorily perform each activity and complete the assignment in the given time frame.	15%
2. Clarity of the Expert/ Personnel Schedule (Form TECH 8)	70%
3. Details of the system for quality control to be employed by the Firm to ensure the quality of outputs	15%
(c) Key Experts' & other staff qualifications and competence for the assignment:	
(i) Team Leader & Enterprise Expert	15
(ii) Dy. Team Leader & Marketing Expert	12
(iii) Value chain/ Supply chain Expert	8
(iv) Data Analysis Expert	5
Total points for criterion (c):	
40	
The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:	
a. General qualifications	20%
b. Adequacy for the assignment Relevant Experience in sector/ similar assignments	70%
c. Experience in the Region & Familiarity with the conditions/ language	10%
Total Weight:	
100%	
(d) Presentation:	
(i) Clear, concise write up within the prescribed page limit	2.5
(ii) Quality of Presentation	2.5
Total points for criterion (d):	
5	
Total points for the all four criteria [(a) + (b) + (c) + (d)]:	
100	

ITC 14.6	The currency that shall be used for Proposal evaluation and comparison purposes to is: Indian Rupee
ITC 14.8	<p>QCBS ratio: 80:20</p> <p>Technical Bid Score: The Technical Bid score 'St' of the Bidder shall be derived as under: $St = (Stm / SH) * 100$, where St is the Technical Bid Score Stm: Score obtained by the concerned bidder SH: Highest total technical bid marks amongst all evaluated bids</p> <p>Financial Bid Score: The Financial Bid score 'Sf' of the Bidder shall be derived as under $Sf = (FL / F) * 100$, Where Sf is the Financial Score FL is the value of lowest Financial Bid F is the price quoted in the bid under consideration</p> <p>Combined Evaluation of rechnical & FinancialBid:</p> <p>Total Score (Ts) = $(0.80 \times St) + (0.20 \times Sf)$</p> <p>The Bid of the Bidder, who obtains the highest (Ts) value, will be rated as the best bid and the award of contract. In the event of a tie, the bid with the highest technical score (St) will be rated as the best bid. Beyond that, the tendering authority will decide the matter in its full discretion.</p>
D. Negotiations and Award	
ITC 15.1	The expected date and address for contract negotiations: October 2023 at Shalom Building, 2nd Floor, Lower Lachumiere, Shillong - 793001, Meghalaya
ITC 17.2	The expected date and location for commencement of consulting services: October 2023 at Shillong, Meghalaya

Section III. Technical Proposal Forms

Table of Technical Proposal Forms

Form TECH-1: Technical Proposal Submission Form	49
Form TECH-2: Consultant’s Organization and Experience.....	51
A - Consultant’s Organization.....	51
B - Consultant’s Experience	52
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client.....	55
A - On the Terms of Reference.....	55
B - On Counterpart Staff and Facilities.....	56
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment.....	57
Form TECH-5: Team Composition, Task Assignments and Summary of CV Information	58
Form TECH-6: Curriculum Vitae (CV) for Proposed Key Experts.....	59
Form TECH-7: Expert/ Personnel Schedule ¹	63
Form TECH-8: Work Schedule.....	65

Form TECH-1: Technical Proposal Submission Form

Date : [insert date of Proposal submission]
LOI No. : [insert Letter of Invitation number]
Project : [insert name of Project]
Assignment : [insert name of Assignment]

To: [insert full Name and mailing address of Client]

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for [insert name of assignment] in accordance with your Request for Proposals dated [insert Date of LOI] and our Proposal.

We are hereby submitting our Proposal which includes [insert "this Technical Proposal, and a Financial Proposal sealed in a separate envelope" or, "this Technical Proposal only" as appropriate].

[insert the following in case of a Consultant JV]

We are submitting our Proposal as a Joint Venture comprising of: [insert a list with the full name and the legal address of each member, starting from the lead member]. We have attached a copy [insert: "of our letter of intent to form a Joint Venture" or, "of the JV Agreement" as appropriate] signed by each member, which details the likely legal structure of and the confirmation of joint and severable liability of each member of the said Joint Venture.

[insert the following if the Consultant proposes Subconsultants]

We have proposed in our proposal the following firms as Subconsultants: [insert a list with the full name and the legal address of each Subconsultant.]

We hereby declare that:

- (a) All the information provided 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 Section II, Data Sheet (DS) 7.1.

- (c) We including Subconsultants have no conflict of interest in accordance with Section I. Instructions to Consultant (ITC) 3.
- (d) We meet the eligibility requirements as stated in ITC 5.
- (e) We undertake to negotiate a Contract on the basis of the proposed Experts and other personnel. We accept that the substitution of Experts for reasons other than those stated in ITC 7.6 and ITC 15.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal shall be binding upon us and subject to any modifications resulting from the Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in DS 7.1.
- (g) We understand that the Client is not bound to accept any Proposal that the Client receives.
- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

We remain,

Yours sincerely,

Authorized Signature : *[insert signature of the person duly authorised to sign the Proposal, in full and initials]*

Name and Title of Signatory : *[insert full name and title of the person above]*

Name of Consultant : *[inset name of firm or JV, as appropriate]*

In the capacity of : *[insert position of the person signing above]*

Contact information : *[insert mailing address]*
[insert tel. no. with country and city codes]
[insert fax no. with country and city codes]
[insert email address]

[Person signing the Proposal shall have the Power of Attorney given by the Consultant to be included in the Technical Proposal.]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages for each firm comprising the Consultant) description of the organization and general experience of the Consultant and, if applicable, each JV member for this assignment.]

B - Consultant's Experience

Project Sheet

[Using the format below, provide information on each assignment for which your firm and each JV member for this assignment, was legally contracted either individually as a single firm or as a lead firm or one of the members of a JV, for carrying out consulting services similar to the ones requested under this assignment. The experience of affiliated entities (such as the parent company(ies), group company(ies), subsidiary(ies) or other affiliate(s)) shall not be included. Use about 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of man-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year):	No. of professional man-months provided by JV members or Subconsultants:
Completion date (month/year):	Funding Source:
Name of joint venture member or Subconsultants, if any:	
Narrative description of Project:	
Description of actual services provided by the firm in the assignment:	

Firm's Name: _____

Summary of Relevant Project Experience

Name of Project/Assignment	Category of Enterprise Addressed				Vale Chain Studied/Developed	Market Assessment/Linkage established	Planning & Designing for Enterprise/Value Chain Dev	Implementation/Field level Facilitation for Enterprise/Value Chain Dev.	Involved large scale data collection	NE Region Covered
	Farm-based	Forest-Based	Non-farm/Off farm/Skill based	Eco tourism/Tourism						
					Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Total No. of Projects										

**Form TECH-3: Comments and Suggestions on the Terms of
Reference and on Counterpart Staff and Facilities to be
Provided by the Client**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to enhance performance in carrying out the assignment (such as adding others, or proposing a different phasing of the activities), if any.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client including: administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. It is suggested that the Consultant presents its Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

(a) Technical Approach and Methodology:

The Consultant shall explain its understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

The Consultant shall highlight the problems being addressed and their importance, and explain the technical approach it would adopt to address them. The Consultant shall also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach. A simple repeat/copy of the TOR will not be appropriate.

(b) Work Plan:

The Consultant shall propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

A list of the final documents, including reports, drawings, and tables to be delivered as final output, shall be included here. The work plan shall be consistent with the Work Schedule of Form TECH-8.

(c) Organization and Staffing:

The Consultant shall propose the structure and composition of its team. The Consultant shall list the main disciplines of the assignment, the Experts and Field Staff, and proposed technical backup and administrative support staff. The Consultant shall also specify if it will be the lead firm in a JV or in an association with Subconsultants. In the case of a JV, a copy of the JV Agreement or a formal letter of intent to form a JV must be included in the Technical Proposal, as specified in Form TECH-1.]

Form TECH-5: Team Composition, Task Assignments and Summary of CV Information

Family Name, First Name	Firm Acronym	Area of Expertise/Experience	Position Assigned	Tasks Assigned	Expert or Field Staff	Nationality	Employment Status with Firm (full-time, or other)	Education / Degree (Year / Institution)	No. of years of relevant project experience	CV signature (by expert/by other)

Form TECH-6: Curriculum Vitae (CV) for Proposed Key Experts

[The Consultant shall prepare the CV of each Key Expert it proposes, using the format below (about 5 pages for each Key Expert).]

1. General

Position Title and No.	[e.g., K-1, TEAM LEADER] [Note: only one candidate shall be nominated to each position.]
Name of Key Expert	[Insert full name]
Name of the Firm proposing the Key Expert	
Date of Birth	[day/month/year]
Nationality	
Country of Citizenship/Residence	

2. Education

[list college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

3. Employment record relevant to the assignment

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

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

*Contact information for references is required only for assignments during the last 3 years.

4. Membership in Professional Associations and Publications:

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

6. Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:
[list major deliverables/tasks as in TECH- 5 in which the Expert will be involved]

Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

[insert Name of Project No. 1]

Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	

[insert Name of Project No. 2]

Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	

Position	:	
Description of work/ Assignment	:	
[insert Name of Project No. 3]		
Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	
[insert Name of Project No. ___]		
Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	
[insert Name of Project No. ___]		
Country	:	
Period	:	
Client	:	
Funding Source	:	
Type of Service	:	
Position	:	
Description of work/ Assignment	:	

Assignment	
------------	--

7. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

- (a) this CV correctly describes my qualifications and my experience;
- (b) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Expert Schedule in Form TECH-7 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- (c) I am committed to undertake the assignment within the validity of Proposal;
- (d) I am not part of the team who wrote the terms of reference for this consulting services assignment;
- (e) I am, pursuant to Clauses 3 and 4 of the Instructions to Consultants, eligible for engagement.

I understand that any misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
 [Signature of Expert/ Field Staff or authorized representative of the firm]¹ Day/Month/Year

Full name of authorized representative: _____

Notes for the Consultants

1. This CV can be signed by an authorized representative of the Consultant. If the Consultant's proposal is ranked first, a copy of the CV signed by the Expert must be submitted to the Client prior to the commencement of contract negotiations.

Form TECH-7: Expert/ Personnel Schedule¹

No	Name of Expert / Position/ Category	Professional Expert input (in the form of a bar chart) ²													Total man-month ⁵ input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home ³	Field ⁴	Total		
Experts																			
ex.	Mr. XYZ Project Manager	[Home]															/	/	
		[Field]															/	/	
1																	/	/	
2																	/	/	
																	/	/	
n																	/	/	
													Subtotal						
Field Staff																			
1		[Home]															/	/	
		[Field]															/	/	
2																	/	/	
N																	/	/	
													Subtotal						
													Total						

Continuous input
 Intermittent input

Notes for the Consultant

1. The input shall be indicated:
 - (a) In case of Experts, individually (by name) for each position;
 - (b) In case of Field Staff, it could be indicated category-wise (e.g., Supervisor, Surveyor, etc.).
2. Months are counted from the start of the assignment. For each Expert, the input for home and field work shall be indicated separately.
3. Home work means: work carried at his/her normal place of work.
4. Field work means: work carried at a place other than his/ her normal place of work.
5. If a time-based contract form is included in the RFP, Working Days and Hours shall be as set forth in Clause 4.6 of the Conditions of Contract.

Form TECH-8: Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

Notes for the Consultants

- 1 Indicate all main activities & tasks of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

Section IV. Financial Proposal Forms

Table of Financial Proposal Forms

Form FIN-1: Financial Proposal Submission Form.....	68
Form FIN-2: Summary of Costs	70
Form FIN-3: Remuneration	71
Form FIN-4: Reimbursable Expenses.....	73
Form FIN-5: Breakup of Expenses According to Activity	74
Appendix: Instructions for Preparing Financial Proposal Forms.....	75

Form FIN-1: Financial Proposal Submission Form

Date : [insert date of Proposal submission]
 LOI No. : [insert Letter of Invitation number]
 Project : [insert name of Project]
 Assignment : [insert name of Assignment]

To: [insert full Name and mailing address of Client]

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting services for [insert name of assignment] in accordance with your Request for Proposals dated [insert Date of LOI] and our Proposal.

We are hereby submitting our Financial Proposal for the sum of [insert amount(s) in words and figures¹].

We hereby declare that:

- (a) 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 Section II, Data Sheet 7.1.
- (b) We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature : [insert signature of the person duly authorised to sign the Proposal, in full and initials]

Name and Title of Signatory : [insert full name and title of the person above]

Name of Consultant : [inset name of firm or JV, as appropriate]

In the capacity of : [insert position of the person signing above]

Contact information : [insert mailing address]
 [insert tel. no. with country and city codes]
 [insert fax no. with country and city codes]
 [insert email address]

Notes for the Consultants

1. Amounts must coincide with the ones indicated under Total in Form FIN-2. This amount is inclusive of the local indirect taxes.

Form FIN-2: Summary of Costs

Competitive Components:	INR
--------------------------------	------------

Remuneration

Reimbursable Expenses

Sub-Total³

Non-Competitive Components:

*Indirect Taxes Estimates*⁵
- Payable by the Consultant (GST)

Sub-Total

Total

Notes for the Consultants

1. The Consultant shall indicate the costs only in Indian Rupees.
2. The Consultant shall indicate the aggregate costs, which shall be exclusive of any items included in the Non-Competitive Components as indicated in the form, in Indian Rupees for remuneration and reimbursable expenses. Such aggregate costs must coincide with the sum of the relevant sub-totals indicated in Form FIN-3 and Form FIN-4 provided in the Financial Proposal.
3. The estimated amount of the local indirect taxes shall be inserted as follows:
 - (a) Taxes to be excepted as "Pay & Reimburse" exemptions, under ITC 11.2(c)(ii).
 - (b) Taxes to be Paid by Client on behalf of consultant, under ITC 11.2(c)(iii).
 - (c) Taxes payable by the Consultant, under ITC 11.2(c)(iv).

Form FIN-3: Remuneration

Table A. Summary - Remuneration

<i>Experts</i>							
Name of Expert Position	Employment		Home Office Rate		Field Rate		Sub-
	Status ¹	Currency	(per month)	Months	(per month)	Months	Total
XXX <i>Enterprise Expert</i>							
YYY <i>Value Chain Specialist</i>							
ZZZ <i>Marketing Specialist</i>							
<i>Field Staff</i>							
Category of Staff Position	Total No.	Field Rate			Sub-		
		(per month)	Months	Total			
AAA <i>Field Supervisor</i>							

Form FIN-4: Reimbursable Expenses

<i>Expenses – Local¹</i>	<i>Unit²</i>	<i>Currency³</i>	<i>Unit Cost⁴</i>	<i>Qty⁵</i>	<i>Cost⁶</i>	<i>Type⁷</i>
-------------------------------------	-------------------------	-----------------------------	------------------------------	------------------------	-------------------------	-------------------------

*Per Diem**Air Travel**Local Travel**Office Operations**Office Supplies**Supporting Field Staff**Etc.⁸*

Notes for the Consultants

1. The Consultant shall complete this form with the details of items of reimbursable expenses, in accordance with DS11.1(a)(ii).
2. The Consultant shall indicate the unit of expense (month, day, times, lump sum, etc.) under this column.
3. The Consultant shall indicate the currency of expense as INR under this column.
4. The Consultant shall input the cost per unit of expense (cost per month, cost per day, cost for one time etc.) under this column.
5. The Consultant shall indicate the quantity (number of months, number of days, number of times, etc.) under this column.
6. The Consultant shall indicate the total cost of expense (i.e.: Cost per Unit x Quantity) under this column.
7. The Consultant shall indicate the Type of expense [this shall be either “URR” (Unit Rate Reimbursement), ACR (Actual Cost Reimbursement). Refer to Item 6 of the Appendix to the Financial Proposals for Instructions for Preparing Financial Proposal Forms.
8. The Consultant shall not include here any items of expenses indicated in the RFP as Specified Provisional Sums.

Form FIN-5: Breakup of Expenses According to Activity

Key Activities	Unit	Proposed No. of Units	Total Cost (INR)	Cost per Unit
Situation Analysis & Identification of High Potential Products/ Enterprises based on field survey in Project Blocks/ Clusters/ Villages	Block/ Cluster/ Villages	_____	_____	_____
Value Chain Analysis	Product	_____	_____	_____
Market Assessment	Product	_____	_____	_____
Feasibility Study	Product/ Enterprises	_____	_____	_____
Implementation Plan, Bankable Business Proposal & Market Linkage for Enterprises	Enterprises	_____	_____	_____

Appendix: Instructions for Preparing Financial Proposal Forms

1. Forms FIN-1 to FIN-4 must be completed and submitted to the Client in hard copies, strictly in accordance with the instructions.
2. It is the Consultant's responsibility to ensure the correct Financial Proposal format is used for the selection method indicated in Section I, Instructions to Consultants.
3. **Form FIN-1** Financial Proposal Submission Form shall be filled in according to the instructions provided in the Form.
4. **Form FIN-2** Form FIN-2: Summary of Costs provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.

5. **Form FIN-3**

Table A: Summary of Remuneration

- (a) The purpose of **Table A of Form FIN-3** is to identify the monthly billing rates for each Expert and Field Staff to be fielded by the Consultant as part of its proposed team of Experts.
- (b) **As QCBS** is used, support documents relating to remuneration is not required

6. **Form FIN-4** Reimbursable Expenses

The purpose of Form FIN-4 is to identify all reimbursable expenses considered by the Consultant necessary to carry out the assignment.

- (a) Reimbursable expenses may be used in both Time-Based and Lump-sum contracts.
- (b) In accordance with Clause 6.2 of General Conditions of Contract, there are two categories of reimbursable expenses, which can be used by the Consultants on the basis of their intended method of reimbursement. In case of lump-sum contract, the reimbursable expenses are not adjustable unless otherwise agreed to be paid based on the actual costs or unit rates of reimbursable expenses in SCC 6.2 (b) of Section IX. (Option B: Lump-Sum Contract). They are:
 - (i) Unit Rate Reimbursement ("URR") which means the expenses which are reimbursed by the Client based on the Contract unit rates as adjusted in accordance with the Contract, upon incurring of such expense by the Consultant or elapse of the relevant period or interval as indicated in the Contract (such as months). For such reimbursements, submission of evidence of expenses incurred (such as receipt, delivery records, tickets) is not required and the rates and/or prices are subject to adjustment during the performance of the Contract.

- (ii) Actual Cost Reimbursement" ("ACR") which means the expenses which are reimbursed by the Client based on the actual cost incurred by the Consultant upon incurring of such expense. For such reimbursements, submission of evidence of expenses incurred (such as receipts, delivery records, tickets) is required, and the rates and/or prices are not subject to adjustment during the performance of the Contract.
- (c) Per Diems: the daily rate (i.e., one rate for all locations) which shall be calculated as the weighted average (cost per day), on the basis of 30 days per calendar month, considering the cost of accommodation, meals and all other similar expenses, reasonably incurred by a Local Expert, when he/she works at an any place other than his/ her normal place of work.
- (d) Air Travel: The number of round trips, the cost for each trip and destinations shall be shown under "air travel".
- (e) Local Travel Expenses: include cost of road transport, including rental expenses

7. Form FIN-5 Breakup of Expenses According to Activity

- a) The purpose of Form Fin-5 is to identify the unit cost for each of the major components of the assignment
- b) The agency will indicate the number of units they proposed to cover as part of the assignment for each of the aspect and the cost associated with it.

PART 2 - TERMS OF REFERENCE

Section V. Terms of Reference

Background

Meghalaya Basin Development Authority (MBDA) is implementing the 'Project for Community-based Forest Management and Livelihood Improvement in Meghalaya (MegLIFE)' - a JICA aided project - in all twelve districts of Meghalaya. The project aims to "restore and conserve natural resources within the villages by sustainable forest management, livelihood improvement, and institutional strengthening, thereby contributing to conservation of environment, biodiversity, and uplifting of socio-economic conditions of people in the State of Meghalaya". The project duration is ten years from 2019-20 to 2029-30

The project has three components:

- a) **Sustainable Forest Management:** Through this component, the Project aims to develop and improve the conditions of community/ private forests and bring them under systematic community-based management through zoning, mapping, demarcation, afforestation, conservation/ protection, regulation and introducing sustainable management practices
- b) **Community Development and Livelihood Improvement:** Through this component, the Project aims to promote inclusive community development through increased involvement of women in decision making and improve the livelihoods of villagers by supporting various types of enterprises at group, village and /or cluster level for improved income
- c) **Institutional Strengthening:** To build capacities for effective project implementation and monitoring. The Project is being implemented in 500 villages spread across 30 Blocks, 12 Districts and 3 ADC areas in the state of Meghalaya as provided.

The Project villages are divided into two categories:

- i) 450 Group 1 villages selected on the basis of forest degradation, vulnerability to soil erosion and socio-economic deprivation are grouped in about 100 clusters across 22 Blocks, and
- ii) 50 Group 2 villages, where the forests are in better condition are spread over 16 Blocks. For implementation purpose, the villages are divided into three batches.

The Project has adopted a participatory approach for implementation, and a Village Project Implementation Committee (VPIC) has been constituted in all the Project villages. The VPIC, with the assistance of project staff, prepares micro plans for various activities including for Income Generating Activities (IGAs) for implementation. Currently, the PLUP and micro plan for 175 villages from Batch 1 is in the process of completion.

The Project plans to support various types of IGAs and micro-enterprises at village/ cluster level to begin with. Different types of community-level collectives are envisaged for managing these enterprises, including SHGs and Producer Groups at village level and Cooperatives (Farmer Producer Organizations) at the cluster level. In time, it is expected that some of the enterprises may be scaled up to District/ Block level. Given the Project's aim to empower women, the focus of IGAs and enterprise development shall be on women collectives and women-led enterprises, particularly those belonging to vulnerable sections such as landless and single mother headed households.

MBDA (MegLIFE) proposes to engage an Agency to conduct an end-to-end study to identify feasible enterprises in the Project area and develop enterprise-wise implementation plan.

Objectives & Scope of Consulting Services

Objective of the Study The purpose of the study is to help identify various feasible enterprises and develop comprehensive strategy and implementation plan for each of the identified enterprise at village or cluster (or higher) level in the Project area. The specific objectives are:

- a) To carry out Situation Analysis with respect to potential products/ enterprises in the Project Blocks and Clusters for various farm based, forest-based, off-farm/ non-farm sector enterprises, including ecotourism
- b) To analyse the Value Chain of selected potential products for enterprise development and provide recommendations on viable micro-enterprises.
- c) To assess the market demand, market trend and potential for the proposed enterprise/ products, including major markets/ buyers and carry out competitor analysis.
- d) To assess the technical and financial feasibility of the proposed enterprises at village/ cluster/ Block or higher level
- e) To understand the legal and regulatory requirements for starting the selected enterprises.
- f) To identify and assess the existing opportunities for convergence/ linkages/ partnerships for technical, financial and market support for the enterprises
- g) To propose strategy and implementation plan for the recommended enterprises based on assessment of risks and challenges, and prepare bankable business proposals

Geographical Coverage of the Study

The study will cover villages/ clusters/ blocks located in twelve districts. This includes about 100 Clusters of Group-1 villages and about 20 villages/ clusters of Group-2.

Project Villages & Clusters

ADC	District	Block	Number of Group 1 Villages	Number of Group 2 Villages
Garo Hills ADC	East Garo Hills	Dambo Rongjeng	20	1
		Samanda	20	1
		Songsak	22	1
	North Garo Hills	Kharkutta	19	
		Resubelpara	22	1

ADC	District	Block	Number of Group 1 Villages	Number of Group 2 Villages
	South Garo Hills	Baghmara	19	
		Gasuapara	22	
		Rongara	18	
		Chokpot		12
	South West Garo Hills	Betasing	23	
		Zikzak	22	
	West Garo Hills	Dalu	22	
		Gambegre	19	
		Rongram	24	3
		Tikrikilla	21	1
		Demdemma		1
		Dadenggre		3
		Selsella		7
Jaintia Hills ADC	East Jaintia Hills	Saipung	18	2
		Khleihriat		1
	West Jaintia Hills	Thadlaskien	20	
		Laskien		10
Khasi Hills ADC	East Khasi Hills	Mawkynrew	21	
		Mawryngkneng	13	
		Pynursla		1
	Ri Bhoi	Umling	21	
		Umsning	20	2
	South West Khasi Hills	Mawkrywat	21	
	Eastern West Khasi Hills	Mairang	23	
	West Khasi Hills	Mawshynrut		3
	Total		450	50

The Project villages could mostly be grouped in about 100 clusters. There are a few standalone villages as well. For identification of high potential enterprises, the Consultant would propose a plan for coverage of Project blocks, clusters and villages. For study on value chain and market, the concerned expert may need to visit places markets inside and outside Meghalaya in the North-east region. Data for value chain and market outside north-east region may be collected from secondary sources and employing tools that do not require a visit in-person.

Scope of Work

The study could be divided into four phases: In phase 1, the focus would be on survey for area-specific situation analysis, which will lead to identification of various potential products/ enterprises; In phase 2, product-specific value chain analysis would be taken

up for selected products, wherever required, in order to better understand the stage and scale of intervention through enterprise development. In phase 3, market assessment and feasibility analysis of selected enterprises/ products would be undertaken. In phase 4, the enterprise-specific detailed strategy and implementation plan would be developed.

The potential enterprises that can be visualized include, but not limited to the following:

- **NTFP and forest based:** Broom Grass (*Thysanolaena maxima*), Honey, Mushroom, Wild Vegetables, Fruits & Flowers, Orchid, Bamboo, Medicinal and Aromatic plants, Wild Pepper, *Cinnamomum tamala*, *Eurya acuminata*, *Piper khasianum*, Agarwood, *Flemingia vestita*, Ornamental plants, Gum, Resin, Latex, Lichen, Timber and wood-based enterprises etc.
- **Farm based:** Ginger, Chili, Turmeric, Black pepper, Pineapple, Jackfruit, Plum, Pear, Blackberry, Mango, Lemon, Lime, Arecanut, Coconut, Banana, Guava, Cashew, Floriculture, Vegetables, Millets etc.
- **Off-farm/ Non-farm/ Skill based:** Dairy, Goatery, Piggery, Poultry, Pisciculture. Sericulture Apiculture, Nursery/ Seedling production, Vermicomposting, (bamboo & cane) handicraft, pottery, handloom weaving, ecotourism etc.

The above-mentioned list is only indicative, and not in any way limiting to the numbers and types of enterprises.

A minimum of **eight (08) products/ enterprises** would be taken up for detailed assessment of value chain, market assessment/ linkage and enterprise development based on the results of the Situation Analysis. The selected products would cover all three categories with minimum of at least two products/ enterprises per category. The Agency may propose a greater or smaller number of products/ enterprises in the given time frame, which will also be taken into account while evaluating the technical and financial proposal. At least six (06) feasible enterprises would be identified by the Agency during the study for which detailed implementation strategy and plan would be prepared by them.

Given below is an indicative list of topics to be covered for analysis and assessment. The Agency will further add to these:

- a) Situation Analysis at Block/ Cluster level with respect to enterprise development:
All Blocks with five or more Project villages (25 Blocks) will be covered
- b) Value Chain Analysis of selected high-potential products covering all the three categories of products
- c) Market Assessment for selected high potential products and scope for linkages in secondary and terminal markets
- d) Technical Feasibility Analysis of short-listed enterprises
- e) Financial Feasibility Analysis of short-listed enterprises
- f) Legal and Regulatory Requirements for short-listed enterprises

Based on the analysis of the market, technical, financial, legal and regulatory factors, the Agency will provide recommendations on whether the enterprises are feasible and viable and at what size/ scale. It would provide recommendations on potential strategies to overcome any challenges that are identified and propose a detailed implementation plan for feasible enterprises, including developing bankable business proposal and market linkage plan for each of the proposed enterprises.

The Agency will be expected to undertake various tasks related to the assignment including the following:

- 1) Develop a study proposal that clearly defines the methodologies for sampling, data collection, analysis and report writing with cost
- 2) Develop appropriate data collection tools for both qualitative and quantitative data on the following parameters
 - Situation analysis of block/ cluster for enterprise development
 - Value Chain analysis of high-potential products
 - Identification/ Shortlisting of potential enterprises at village/ cluster level
 - Market assessment of selected products/enterprises including the major buyers
 - Technical and financial feasibility assessment for proposed scale/ size of enterprise for selected products/ enterprises
 - Linkages for technical support, credit support and marketing support
- 3) Recruit the experts and train the supervisors and surveyors supervise and manage data collection
- 4) Organize and implement the study in the given time frame
- 5) Compile and collate the data collected, both qualitative and quantitative
- 6) Develop draft study reports and submit to MegLIFE for feedback
- 7) Produce final reports incorporating feedbacks
- 8) In addition, the Agency is expected to provide a monthly progress report

The consultant may also be engaged in future in facilitating implementation of recommended enterprises, capacity building for establishing proposed enterprises by community-based organizations and establishing market linkages at different levels

Duration of the Consulting Services

Six (06) months from the contract signature date, and may be extended based on need, performance and with mutual agreement. The study is expected to start in the month of October 2023.

Reporting & Expected Deliverables:

The Agency will submit the following reports at different stages of the study:

- 1) **Inception Report:** The Inception Report shall include the details of the methods and tools to be adopted for sampling, data collection and analysis of all the relevant information set finalized after testing of the tools and based on discussions with the Project. It should provide the schedule of various activities for implementing the study and preparing the Report. It should provide a structure of the Study Report that will be finalized after discussion with the Client
- 2) **Monthly Progress Report:** Detailing the activities undertaken, progress made and interim findings made during the month as well as plan for the next month
- 3) **Draft Study Report:** To be submitted after field data collection is completed containing the major findings and observations. The study report would contain the following:
 - a) **Executive Summary:** A concise summary of the study's objectives, methodology, findings, and recommendations.
 - b) **Situation analysis:** either for District/ Block with a profile of the cluster(s) including details of crops grown, spices and fruit crops, NTFPs collected, service sector, existing enterprises, skills profile of villagers marketing arrangements, financial and non-final support etc
 - c) **Value Chain Analysis:** for identified high-potential products to identify enterprise and intervention strategy
 - d) **Market Analysis:** A detailed report on the market conditions, including market (buyer) characteristics, demand analysis, and competitor analysis for high-potential enterprises.
 - e) **Technical Feasibility:** A report on the production process, equipment, materials, and potential risks for high potential enterprises.
 - f) **Financial Feasibility:** A report on the financial projections, start-up costs, financing options, and revenue streams for high potential enterprises.
 - g) **Legal and Regulatory Requirements:** A report on the legal and regulatory requirements, necessary permits and licenses, and potential risks and liabilities for high potential enterprises.
 - h) **Enterprise Development Strategy & Implementation Plan:** A report on potential strategies to overcome any challenges identified during the study and Implementation plan including linkages for support and bankable business proposal.
 - i) **Details of Major market and buyers, service providers, existing schemes** for linkages
- 4) **Final Study Report:** Within 15 days of the receipt of comments on the Draft Report, the Agency shall submit the Final Study Report after incorporating all the inputs received from the Client and sharing the findings in a workshop

The Agency/Firm is expected to submit the deliverables to the Project as per the time schedule indicated in the following table:

No	Deliverable	Quantity	Timeline
1	Inception Report	2 Hard Copies along with electronic file	15 days from signing of Contract
2	Monthly Progress Reports	Electronic file	Every month till the Draft Report is submitted

No	Deliverable	Quantity	Timeline
3	Block/ Cluster-wise Situation Analysis for Enterprise Development	Electronic file	Within three months of the signing of the contract
4	Draft Study Report	2 Hard Copies along with electronic file	Five months after acceptance of Inception Report
5	Survey Data in excel format	Electronic file	Five months after acceptance of Inception Report
6	Final Study Report	2 Hard Copies along with electronic file	15 days from receipt of comments on Draft Report i.e., six months from start of contract

Qualifications and Experience Requirement of the Experts & Field Staff

The Agency will propose a team for carrying out the study and ensuring quality deliverables. The **team details provided below is indicative** and the Agency may propose a different team composition given their understanding of the study objectives and requirements. It would be ideal if the key team members - Enterprise Specialist, Market Expert and Value Chain Experts - are placed in Shillong for the duration of the study.

Sl. No.	Position	Numbers	Experience	Qualification	Role
1	Team Leader (TL) cum Enterprise Specialist	1	Minimum 10 years of experience in Rural Development / Marketing sector with experience in design and management of conducting similar studies Experience in community enterprise development or value chain development or Cluster Development would be a plus	MBA/ PGDM with specialization in Agri-business/ Marketing/ Livelihood/ Rural Development/ Agriculture/ Natural Resource Management related fields	<ul style="list-style-type: none"> • Overall design and guidance of study and liaison with Client. • Responsible for the preparation of the Inception Report, Interim Report and Final Report and associated documents and outputs of desired quality and in line with the defined time schedule • Design survey tools and indicators and FGD and others are required. • Should devote at least 50% of his/her time in field visits to participate in interviews, familiarize with local conditions for situation analysis and

Sl. No.	Position	Numbers	Experience	Qualification	Role
					provide hands on supervision and guidance to study team.
2	Marketing Expert cum Deputy Team Leader	1	Minimum 07 years of experience in Rural Marketing/ Marketing sector Experience in marketing of Ecotourism and Tourism would be a plus	MBA / PGDM with specialization in Marketing/ Agribusiness or related fields	<ul style="list-style-type: none"> • Market assessment of identified products/ enterprises • Should devote at least 50% of his/her time in field for data collection
3	Value/ Supply Chain Expert	1	Minimum 05 years of experience in Rural Enterprise/ Community Enterprise Development/ Agri-business	MBA/ PGDM with specialization in Agri-business /Rural Development/ Agriculture/ related fields	<ul style="list-style-type: none"> • Value Chain analysis for farm/ horticulture products • Technical and financial feasibility of farm-based enterprises
4	Data Analysis Expert	1	Minimum 03 years of experience in research study/survey. Strong analytical and programming skills. Good knowledge of statistical tools and software.	Graduate/Post Graduate in IT / Data Science / Statistics or similar related field	<ul style="list-style-type: none"> • Assist TL/DTL and work as per the directions and scope of TOR • Use statistical tools for data analysis • Perform other technical tasks related to data management, programming, etc.
5	Supervisors	3	Minimum 04 years of experience in conducting assessment surveys. Familiarity with rural conditions in Meghalaya and fluency in local languages/ dialects	Post Graduate/ Graduate in Business Studies/ Rural Development/ Agriculture/ NRM/Social Work/Sociology or related fields	<ul style="list-style-type: none"> • Collection of information from all secondary sources and survey tools • Guide and motivate the surveyors and also administer the work by taking stock of daily progress and allocate daily targets for field work.

Sl. No.	Position	Numbers	Experience	Qualification	Role
					<ul style="list-style-type: none"> • Be present in the field and direct activities by staying in the villages/ clusters/ blocks.
6	Surveyors	9	Minimum 02 years of experience in conducting assessment surveys. Familiarity with rural conditions in Meghalaya and fluency in local languages/ dialects	Graduate in Rural Development/ Agriculture/ NRM/Economics or related fields	<ul style="list-style-type: none"> • Interview respondents using survey tools. • Report to supervisor about daily work. • Work closely with supervisor and complete the task as per schedule

The Agency is required to submit CVs for only the Expert positions

Support to be provided by MegLIFE

MegLIFE and MBDA would provide the following to support the Study:

- Relevant (Study) Reports, Documents and Data related to enterprise development available with MegLIFE & MBDA
- Coordination with the field staff for field level meetings and discussions in Project districts/ blocks/ clusters/ villages
- Periodic discussions with officials and consultants at State Project Management Unit on matters related to the Study
- SPOC form MegLIFE for coordination of daily activities as required

Payment for Consulting Services

The payment will be made within 15 days from the date of receipt of the original invoice by MBDA

Payment Terms & Delivery Schedule

No	Deliverable	Timeline	% Payment
1	Inception Report	15 days from signing of Contract	10% of contract value
2	Monthly Progress Report	Every month till the Draft Report is submitted	20% (5 %/month of contract value for 4 MPRs)
3	Block/ Cluster-wise Situation Analysis for enterprise development	Within three months of the signing of the contract	15% of contract value
4	Draft Study Report including value chain assessment, market assessment and feasibility assessment	Within five months after acceptance of Inception Report	15% of contract value
5	Survey Data in excel format (properly cleaned)	Within five months after acceptance of Inception Report	10% of contract value
5	Final Study Report	15 days from receipt of comments on Draft Report	30% of contract value

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions of Contract

Lump-Sum Contract

Table of Contents

Form of Contract	FOC(B)-1
General Conditions of Contract	GCC(B)-1
Special Conditions of Contract	SCC(B)-1
Appendices	APP(B)-1

Section VII. Form of Contract

Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the [day] 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").

[*Note: If the Consultant consists of more than one entity all of which are liable under the contract, the above shall be partially amended to read as follows: ... (hereinafter called the "Client") and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter collectively called the "Consultant").*]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) by an Agreement dated [day, month, year] (hereinafter called the "Loan Agreement") between the [name of Borrower] (hereinafter called the "Borrower") and the Japan International Cooperation Agency (hereinafter called "JICA"), JICA has agreed to make a loan to the Borrower for the purpose of financing [name of the Project] (hereinafter called the "Project");

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:
 - (i) This Form of Contract;
 - (ii) Minutes of Contract Negotiation;
 - (iii) The Special Conditions of Contract (SCC);
 - (iv) The General Conditions of Contract (GCC);
 - (v) The following Appendices:

- Appendix A : Description of Services
- Appendix B : Expert Schedule
- Appendix C : Summary of Cost Breakdown
- Appendix D : Remuneration Cost Breakdown
- Appendix E : Reimbursable Cost Breakdown
- Appendix F : Table of Adjustment Data
- Appendix G : Form of Performance Security

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

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 or Name of a Joint Venture*]

 [*Authorized Representative of the Consultant – name and signature*]

[*For a JV, only the lead member shall sign, in which case the Power of Attorney to sign on behalf of all members shall be attached.*]

For and on behalf of each of the members of the Consultant [*insert the name of the JV*]

[*Name of the lead member*]

[Authorized Representative on behalf of a JV]

Section VIII. General Conditions of Contract

General Conditions of Contract

Contents

	GCC(B)
1. General Provisions.....	100
1.1 Definitions.....	100
1.2 Relationship between the Parties	102
1.3 Law Governing Contract	103
1.4 Language.....	103
1.5 Headings	103
1.6 Communications	103
1.7 Location.....	103
1.8 Authority of Lead Member.....	103
1.9 Authorized Representatives.....	104
1.10 Corrupt and Fraudulent Practices	104
1.11 Monitoring by JICA	104
1.12 Difference of Opinion.....	104
1.13 Eligibility of Consultant.....	105
2. Commencement, Completion, Modification and Termination of Contract.....	105
2.1 Effectiveness of Contract.....	105
2.2 Termination of Contract for Failure to Become Effective	105
2.3 Commencement of Services.....	106
2.4 Expiration of Contract.....	106
2.5 Entire Agreement.....	106
2.6 Modifications	106
2.7 Force Majeure	108
2.8 Suspension	110
2.9 Termination.....	111
3. Obligations of the Consultant	114
3.1 General.....	114
3.2 Conflict of Interest.....	115
3.3 Confidentiality.....	116
3.4 Liability of the Consultant	116
3.5 Insurance to be Taken Out by the Consultant	118
3.6 Accounting, Inspection and Auditing.....	118
3.7 Reporting.....	118
3.8 Property of the Reports and Records	119

3.9	Equipment, Vehicles and Materials Furnished by the Client.....	119
3.10	Equipment and Materials Provided by the Consultant	119
4.	Consultant’s Experts and Subconsultants	119
4.1	Description of Experts	119
4.2	Replacement of Key Experts.....	120
4.3	Approval of Additional Key Expert.....	120
4.4	Removal of Experts or Subconsultants	120
4.5	Replacement/	121
	Removal of Experts-Impact on Payments	121
5.	Obligations of the Client	121
5.1	Assistance and Exemptions	121
5.2	Access to Project Site	122
5.3	Change in the Applicable Law.....	122
5.4	Services, Facilities and Property of the Client	122
5.5	Counterpart Personnel	123
5.6	Payment Obligation.....	123
6.	Payments to the Consultant.....	124
6.1	Contract Price	124
6.2	Remuneration and Reimbursable Expenses	124
6.3	Duties, Taxes and Levies.....	124
6.4	Currency of Payment.....	125
6.5	Terms and Conditions of Payment.....	125
6.6	JICA Disbursement Procedure.....	125
6.7	Interest on Delayed Payments	126
6.8	Adjustment for Changes in Cost.....	126
7.	Fairness and Good Faith	128
7.1	Good Faith.....	128
8.	Settlement of Disputes.....	128
8.1	Amicable Settlement.....	128
8.2	Dispute Resolution.....	128

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Guidelines” means the Guidelines for the Employment of Consultants under Japanese ODA Loans, specified **in the Special Conditions of Contract (SCC)**.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be **specified in the SCC**, as they may be issued and in force from time to time.
- (c) “Base Date” means the date 28 days prior to the latest date for submission of the Financial Proposal.
- (d) “Borrower” means the Government, Government agency or other entity that signs the Loan Agreement with JICA.
- (e) “Client” means the entity, named as Client **in the SCC**.
- (f) “Consultant” means the firm or a JV, named as Consultant **in the SCC**.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract (Minutes of Contract Negotiation, the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Contract Price” means the amount **stated in Clause SCC 6.1(a)**.
- (i) “day” means calendar day unless indicated otherwise.
- (j) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (k) “Experts” means, collectively, Key Experts, Non-Key

Experts, or any other professional personnel of the Consultant or Subconsultant assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (l) "Foreign Currency" means any currency other than the currency of the Client's country.
- (m) "GCC" means these General Conditions of Contract
- (n) "Government" means the Government of the Client's country.
- (o) "JICA" means the Japan International Cooperation Agency.
- (p) "Joint Venture" or "JV" means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping. A Joint Venture may or may not have the legal personality distinct from its members.
- (q) "Key Expert(s)" means an individual professional assigned by the Consultant to perform the Services or any part thereof under the Contract, whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was/ were evaluated during the selection process of the Consultant.
- (r) "Local Currency" means the currency of the Client's country
- (s) "Non-Key Expert(s)" means an individual professional assigned by the Consultant or its Subconsultant to perform the Services or any part thereof under the Contract and whose Curricula Vitae (CV) was/were not evaluated individually, during the selection of the Consultant.
- (t) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

- (u) "Provisional Sum" means an amount of money allocated in the Contract to allow for the cost of any future service or expense, which may be needed during the course of the assignment. Provisional Sum may be allocated or designated under the Specified Provisional Sum and/or Provisional Sum for Contingency Allowance, as appropriate.
- (v) "Provisional Sum for Contingency Allowance" means that the amount is allocated in the contract to cover future additional costs which may arise due to (i) increased quantity (such as a requirement for additional man-months or expenditures beyond the quantities already allocated in the Contract) and/or (ii) price adjustments (if provided under the Contract), and/or (iii) any other event which entitles the Consultant to additional payment.
- (w) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (x) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A.
- (y) "Specified Provisional Sum" means the estimated cost of any such service or expense which shall be designated usually as a sum, in the summary of the total cost, with a brief description of such service or expense, as the case may be.
- (z) "Subconsultant(s)" means a firm or an individual to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (aa) "Third Party" means any person or entity other than the, the Client, the Consultant or a Subconsultant.

1.2 Relationship between the

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as

- Parties** between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Experts and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 1.3 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.4 Language** This Contract shall be executed in the language **specified in the SCC**, which shall be the binding, and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.5 Headings** The headings shall not limit, alter or affect the meaning of this Contract.
- 1.6 Communications**
- 1.6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 1.4. Any such communication 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**.
- 1.6.2 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**.
- 1.7 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Client's country or elsewhere, as the Client may approve.
- 1.8 Authority of Lead Member** If the Consultant is a JV:
- (a) the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (b) the members shall hereby authorize the lead 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, but not limited to, the receiving of instructions and payments from the

Client.

- 1.9 Authorized Representatives** 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 representatives **specified in the SCC**.
- 1.10 Corrupt and Fraudulent Practices** If the Client determines, based on reasonable evidence, that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Contract and expel the Consultant from the Project site, and the provisions of Clause GCC 2.9 shall apply as if such termination had been made under Clause GCC 2.9.1.
- Should any Expert or Subconsultant of the Consultant be determined, based on reasonable evidence, to have engaged in corrupt or fraudulent practice during the execution of the work then that Expert or Subconsultant shall be immediately removed and replaced by a suitable Expert or Subconsultant in accordance with Clauses GCC 4.4 and 4.5.
- The Consultant is required to comply with JICA's policy in regard to corrupt and fraudulent practices as declared in Appendix H.
- 1.11 Monitoring by JICA** Without assuming the responsibilities of the Client or the Consultant, JICA may monitor the Services as necessary in order to satisfy itself that it is being carried out in accordance with appropriate standards and is based on acceptable data. As appropriate, JICA may take part in discussions between the Client and the Consultant. However, JICA shall not be liable in any way for the performance of the Services by reason of such monitoring or participation in discussions. Neither the Client nor the Consultant shall be released from any responsibility of this Contract by reason of JICA's monitoring or participation in discussion.
- 1.12 Difference of Opinion** In the case of a difference of opinion between the Client and the Consultant on any important matters involving professional judgment that might affect the proper evaluation or execution of the Project, the Client shall allow the Consultant to submit promptly to the Client a written report

and, simultaneously, to submit a copy to JICA. The Client shall forward the report to JICA with its comments in time to allow JICA to study it and communicate with the Client before any irreversible steps are taken in the matter. In cases of urgency, the Consultant has the right to request the Client and/or JICA that the matter be discussed immediately between the Client and JICA.

- 1.13 Eligibility of Consultant** The Consultant shall meet the requirements as to eligibility of the Consultants as specified in Appendix I.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** With respect to the effectiveness of the Contract, the following shall apply:

(a) **Unless otherwise specified in the SCC**, this Contract shall come into force and effect on the date (the "Effective Date") when:

- (i) this Contract has been signed by the Parties; and
- (ii) this Contract has been reviewed and concurred by JICA.

(b) Upon fulfillment of the conditions indicated above, the Client shall issue a written notice to the Consultant which confirms the Effective Date and instructs the Consultant to deliver an ~~advance payment~~ performance security ~~and an invoice for advance payment to the Client~~.

(c) The Consultant shall submit the required ~~advance payment~~ performance security and the invoice for the advance payment, pursuant to Clause GCC 6.5(b), within fourteen (14) days or within such other period **specified in the SCC** following the receipt of the notice specified in this Clause GCC 2.1.

- 2.2 Termination of Contract for Failure to Become Effective** Unless a different period of time is **otherwise specified in the SCC**, if this Contract has not become effective within four (4) months after the date of the Contract signed by the Parties, the Consultant or the Client may, by not less than twenty-one (21) 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.

2.3 Commencement of Services With respect to the commencement of the Services, the following shall apply:

- (a) Subject to Clause GCC 6.5(b), the Consultant shall commence carrying out the Services not later than fourteen (14) days from the receipt of the advance payment.
- (b) The Consultant shall confirm in writing the date of commencement of the Services and availability of Key Experts before starting to deliver the Services.
- (c) In the absence of such confirmation, the Consultant is deemed to have commenced the services on the last day of the above period of fourteen (14) days.

2.4 Expiration of Contract Unless terminated earlier pursuant to Clause GCC 2.9, this Contract shall expire at the end of such time period, **as specified in the SCC**, after the commencement of the Services specified in Clause GCC 2.3.

2.5 Entire Agreement 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.

2.6 Modifications

2.6.1 Modifications or Variations (a) 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.

- (b) In case of important modifications or variations, the prior written concurrence of JICA is required.

2.6.2 Extension

If the Consultant has been delayed or impeded in the performance of any of its obligations under this Contract by any of the reasons specified in paragraphs (a) through (f) of this Clause GCC 2.6.2, the contract term as set forth in Clause GCC 2.4 shall be extended by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant, and an appropriate adjustment in the Contract Price (which includes remuneration and/or reimbursable expenses, as applicable) shall be made accordingly.

- (a) Any modifications or variations pursuant to Clause GCC 2.6.1;
- (b) Any occurrence of Force Majeure pursuant to Clause GCC 2.7;
- (c) Any suspension by the Client pursuant to Clause GCC 2.8.1 (c), suspension or reduction in the rate of performance of the Services pursuant to Clause GCC 2.8.2;
- (d) Any unreasonable delay by the Client in giving his decision, approval or consent (where required) to the documents (e.g., designs, plans, etc.) prepared and submitted by the Consultant;
- (e) Any act or omission of or any default or breach of this Contract by the Client or any act or omission of any other consultants and/or contractors employed by the Client; or
- (f) Any other matter mentioned in this Contract as giving rise to an entitlement to an extension of the contract term.

2.6.3 Consultant's Claims

- (a) Except where otherwise provided elsewhere in this Contract, the Consultant shall submit to the Client a notice of a claim for an extension of the contract term and/or adjustment in the Contract Price, together with particulars of the event or circumstance justifying such extension and adjustment, as soon as reasonably practicable after the occurrence of such event or circumstance. As soon as reasonably practicable after the receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the extended period and/or the adjusted Contract Price.

- (b) The Consultant shall at all times use all commercially reasonable endeavors to minimize any delay in the performance of its obligations under this Contract.
- (c) Disagreement between the Parties as to any modification or variation, and extension shall be settled according to Clause GCC 8.

2.6.4 Provisional Sum

- (a) Each Provisional Sum shall only be used, in whole or in part, in accordance with the instructions of the Client which may involve or relate to the services to be provided or expenditures to be incurred in the course of the assignment.
- (b) The total sum paid to the Consultant shall include only such amounts for services or expenditures to which the Provisional Sum relates, as the Client shall have instructed. Each Provisional Sum shall be used under Clause GCC 2.6.1 as a modification or variation of the scope of Services, except for the use of Provisional Sum for Contingency Allowance in accordance with GCC 6.8.

2.7 Force Majeure

2.7.1 Definition

- (a) 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 which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, terrorism, 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.
- (b) 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, Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its

obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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.

2.7.3 Measures to be Taken

- (a) 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.
- (b) 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) 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.
- (c) 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.
- (d) 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:
 - (i) 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
 - (ii) continue 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.

- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GCC 8.

2.8 Suspension

2.8.1 Suspension by Client

- (a) The Client may, by written notice of suspension to the Consultant, suspend, in whole or part, the Services and such suspension continues until the Client gives a written permission or instruction to proceed.
- (b) The Client may suspend, in whole or part, the Services if an event shall have happened and be continuing, in which 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 shall:
 - (i) specify the nature of the failure, and
 - (ii) request the Consultant to remedy such failure within a period not exceeding twenty-eight (28) days after receipt by the Consultant of such notice of suspension.
- (c) If the Project or the Services are suspended by the Client for any reason other than those provided in Clause GCC 2.8.1 (b) more than twenty-eight (28) days, over the term of this Contract, the Consultant shall be paid for all services performed and reimbursable expenses incurred prior to the receipt of a notice of suspension.
- (d) During any suspension of the Services under Clause GCC 2.8.1 (c), the Consultant shall be compensated for any costs of maintaining fixed assets, the costs of leases or other items acquired for the Project, as well as all expenses reasonably incurred by, including but not limited to, temporary demobilization, reassignment of the Experts. In addition, upon resumption of the Services, the Client shall compensate the Consultant for expenses incurred as a result of the resumption of its services, and

the Consultant's schedules (Expert and other relevant schedules) shall be appropriately adjusted.

**2.8.2 Suspension
by
Consultants**

Without prejudice to entitlement to financing charges on late payments under Clause GCC 6.7, the Consultant may suspend the Services or reduce the rate of performance of the Services after twenty-eight (28) days prior notice to the Client, if the Client fails to pay the Consultant the amount due, pursuant to Clause GCC 6.5 (a). In no event shall the suspension of the Services or reduction of the rate of performance of the Services pursuant to this Clause GCC 2.8.2 be subject to termination of this Contract by the Client pursuant to Clause GCC 2.9.1.

2.9 Termination

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

**2.9.1 Termination
by Client**

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 GCC 2.9.1. In such an occurrence the Client shall give at least twenty-eight (28) days' written notice of termination to the Consultant in case of the events referred to in (a) through (e); and at least fifty-six (56) days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.8.1 (b);
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8;
- (d) If, as the result of Force Majeure, either Party is unable to fulfill its contractual obligations for a period of not less than fifty-six (56) days;

- (e) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 2.3(b); and
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.2 Termination
by Consultant**

The Consultant may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given if any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.2 occurs:

- (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 8 within forty-two (42) days after receiving written notice from the Consultant that such payment is overdue;
- (b) If, as the result of Force Majeure, either Party is unable to fulfill its contractual obligations for a period of not less than fifty-six (56) days;
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8;
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-two (42) 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;
- (e) If the Services are suspended pursuant to Clause GCC 2.8.1 (c) for more than eighty-four (84) days; and
- (f) If the Client becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

- 2.9.3 Cessation of Rights and Obligations** Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9, or upon expiration of this Contract pursuant to Clause GCC 2.4, 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 3.3, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6, and (iv) any right which a Party may have under the Applicable Law.
- 2.9.4 Cessation of Services** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, 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 expenses for this purpose to a minimum. With respect to equipment, vehicles and materials provided by the Client, the Consultant shall proceed as provided by Clause GCC 3.9.
- 2.9.5 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GCC 6 for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (f) of Clause GCC 2.9.1 and to GCC 2.9.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including demobilization, associated overhead cost, the cost of the return travel of the Experts and their eligible dependents, and all other expenses, damages and losses resulting from the termination.

**2.9.6 Disputes
about Events
of
Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 has occurred, such Party may, within forty-two (42) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement in accordance with the procedures stated in Clause GCC 8, and this Contract shall not be terminated on account of such event, unless otherwise settled in accordance with GCC 8.

**2.9.7 Delay in
Services and
Penalty**

If the Consultant culpably fails to perform any of the Services within the respective time agreed for such Services, the Consultant shall, except to the extent that the Special Conditions include a stipulation to the contrary, be obliged to pay to the Employer a penalty in an amount of 0.5% of the contract value for every week of delay, subject to an overall cap of 8% of the contract value. Any claims which the Employer may have as a consequence of such delay (if any) shall be deemed to be settled by such payment. The foregoing shall be without prejudice to the Employer's right of termination pursuant to Paragraph 2.9.1

3. OBLIGATIONS OF THE CONSULTANT**3.1 General****3.1.1 Standard of
Performance**

- (a) 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 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.
- (b) The Consultant shall employ and provide such qualified and experienced Experts and Subconsultants as are required to carry out the Services.
- (c) The Consultant may subcontract part of the Services to an extent and with such Key Experts and Subconsultants as

may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

3.1.2 Law**Applicable to Services**

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 Subconsultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

3.2 Conflict of Interest

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

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

(a) The payment to the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 3.2.2, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Guidelines and JICA's Guidelines for Procurement under Japanese ODA Loans, and shall at all times exercise such responsibility in the best interest of the Client.

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities

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 Subconsultants and any entity affiliated with such Subconsultants, shall be disqualified from providing goods, works or services or non-consulting services resulting from or directly related to the

Services for the preparation or implementation of the Project.

**3.2.3 Prohibition of
Conflicting
Activities**

The Consultant shall not engage, and shall cause its Experts as well as its Subconsultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.2.4 Strict Duty to
Disclose
Conflicting
Activities**

The Consultant has an obligation and shall ensure that its Experts and Subconsultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the termination of the Contract.

3.3 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Liability of the
Consultant**

- (a) The Consultant shall be responsible for and shall indemnify the Client in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- (b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Experts and for the dependents of any such Expert.
- (c) The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.

- (d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.
- (e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1 provided, however:
 - (i) that the Consultant is notified of such actions, claims, losses or damages not later than twelve (12) months after the expiration of the Contract pursuant to the Clause GCC 2.4 or termination of the Contract pursuant to the Clause GCC 2.9, unless a different period of time is otherwise **specified in the SCC**;
 - (ii) that the ceiling on Consultant's liability shall be limited to the amount **indicated in the SCC**, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;
 - (iii) that Consultant's liability under Clause GCC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- (f) Upon request of the Client, the Consultant shall, at its own cost and expense, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1.
- (g) Notwithstanding the provisions of paragraph (a) of this Clause GCC 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages

occasioned by: (i) the Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which the Consultant does not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

3.5 Insurance to be Taken Out by the Consultant

The Consultant (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at its (or the Subconsultants', as the case may be) own cost, 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 2.3.

3.6 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

3.7 Reporting

3.7.1 Reporting Obligations

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.

3.7.2 Serious Hindrances

The Consultant shall report to the Client and JICA promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the Project in accordance with the schedules and to indicate what steps shall be taken to meet the situation. When the Client receives

such a report from the Consultant, the Client shall immediately forward a copy of it to JICA, together with its comments.

- 3.7.3 Accident Reports** Should any accident in relation to construction safety occur during the implementation of the Project, the Consultant shall assist the Client in preparing and submitting a report on such an accident in a form reasonably requested by JICA.
- 3.8 Property of the Reports and Records** The Consultant retains the design rights and other intellectual property rights and copyrights of all documents prepared by the Consultant under this Contract. **Unless otherwise stated in the SCC**, the Client shall be entitled to use them or copy them only for the Project and the purpose for which they are intended, and need not obtain the Consultant's permission to copy for such use.
- 3.9 Equipment, Vehicles and Materials Furnished by the Client** Any equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.
- 3.10 Equipment and Materials Provided by the Consultant** Any equipment or materials brought into the Client's country by the Consultant or its Experts and used either for the Project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

4. CONSULTANT'S EXPERTS AND SUBCONSULTANTS

- 4.1 Description of Experts** (a) The title, agreed job description, qualification and estimated period of engagement to carry out the Services of each of the Consultant's Experts are described in Appendix B. Subject to Clause GC 4.4, all experts included

in that Appendix shall be deemed to be accepted by the Client when awarding the Contract to the Consultant.

- (b) If additional work is required beyond the scope of the Services specified in Appendix A:
 - (i) the Contract Price as set forth in Clause GCC 6.1 shall accordingly be adjusted; and
 - (ii) the Parties shall sign a Contract amendment.

4.2 Replacement of Key Experts

- (a) Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- (b) 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 and such replacement shall be subject to the Client's approval and the procedure set forth in GCC Clause 4.3(a) shall apply for such approval process.

4.3 Approval of Additional Key Expert

- (a) If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curriculum Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- (b) The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

4.4 Removal of Experts or Subconsultants

- (a) If the Client finds that any of the Experts or Subconsultants has committed serious misconduct or has been charged with having committed a criminal action, the Consultant shall, at the Client's written request specifying the grounds, provide a suitable

replacement.

- (b) In the event that any of the Experts, or Subconsultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Consultant shall, at the Client's written request specifying the grounds, to provide a suitable replacement.
- (c) Any replacement of the removed Experts or Subconsultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.

**4.5 Replacement/
Removal of
Experts-Impact
on Payments**

Except as the Client may otherwise agree, the Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

5. OBLIGATIONS OF THE CLIENT

**5.1 Assistance and
Exemptions**

Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) 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.
- (e) assist the Consultant and the Experts and any Subconsultants employed by the Consultant for the

Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) assist the Consultant, any Subconsultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

5.2 Access to Project Site 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 Subconsultants or the Experts of either of them.

5.3 Change in the Applicable Law If, after the Base Date, there is any change in the Applicable Law in the Client's country, including the law 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 specified in Clause GCC 6.1 (a). If the Consultant has been delayed or impeded in the performance of any of its obligations under the Contract because of any change in the Applicable Law in the Client's country, the contract term shall be extended in accordance with the Clause GCC 2.6.2.

5.4 Services, Facilities and (a) The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of

- Property of the Client** any charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix A.
- (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1 (b).
- 5.5 Counterpart Personnel**
- (a) 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.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) how the affected part of the Services shall be carried out, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1(b).
- (c) 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.
- 5.6 Payment Obligation** In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by Clause

GCC 6 below.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Contract Price**
- (a) The Contract Price shall be as set forth in **the SCC**. The Contract Price breakdown shall be as provided in Appendix C.
 - (b) The Contract Price shall be fixed, unless otherwise indicated in Sub-Clause **GCC/SCC 6.8**. Any change to the Contract Price other than the price adjustment in accordance with **GCC/SCC 6.8** can be made only by an amendment to the Contract agreed and signed by both Parties in accordance with GCC 2.6.
- 6.2 Remuneration and Reimbursable Expenses**
- (a) The remuneration expenses shall be paid in accordance with the schedule under **SCC 6.5 (a)**.
 - (b) The reimbursable expenses shall be paid in accordance with Sub-Clause SCC.
- 6.3 Duties, Taxes and Levies**
- (a) The Consultant, Subconsultants and Experts are responsible for meeting all liabilities with respect of duties, taxes and levies arising out of the Contract, both in the Client's country and abroad, except **as otherwise provided in the SCC**.
 - (b) If so, **specified in the SCC**, any local duty, tax or levy is exempted or paid by the Client on behalf of the Consultant, and the following shall apply to each such exception or payment as the case may be.
 - (i) If any duty, tax or levy is exempted as a "no pay" exemption, then, the Client shall obtain from the relevant authority and provide to the Consultant, a tax exemption certificate evidencing that such exemption has been provided.
 - (ii) If any duty, tax or levy is exempted as a "pay and reimburse" exemption, the relevant authority will reimburse to the Consultant, any amount paid or to be paid by the Consultant for the purpose of meeting with such tax liabilities upon submission of all relevant documentation.

- (iii) If any duty, tax or levy is paid by the Client on behalf of the Consultant, the Client shall obtain from the relevant authority upon such tax payment and provide to the Consultant, a tax payment certificate evidencing that such payment has been made.

6.4 Currency of Payment

Any payment under this Contract shall be made in the currency(ies) **specified in the SCC**.

6.5 Terms and Conditions of Payment

Billings and payments in respect of the Services shall be made as follows:

- (a) Payments shall be made according to the payment schedule **stated in the SCC**.
- (b) **Unless otherwise stated in the SCC**, the advance payment shall be made after the receipt of the advance payment security and the invoice for advance payment.

The advance payment security shall be in the amount (or amounts) and in the currency (or currencies) of the advance payment and, unless otherwise specified in the SCC, shall be valid until the total payments reach fifty (50) percent of the Contract Price according to SCC 6.5(a). Such security is to be in the form set forth in Appendix G, or in such other form as the Client shall have approved in writing.

- (c) All payments under this Contract shall be made to the accounts of the Consultant **specified in the SCC**.
- (d) Payments in respect of remuneration or reimbursable expenses, which exceed the amounts for these items as set forth in Appendices D and E, may be charged to the Provisional Sum for Contingency Allowance, provided for foreign and local currencies only if such expenses were approved by the Client prior to being incurred.
- (e) With the exception of the final payment **specified in the SCC 6.5(a)**, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

6.6 JICA

- (a) Any payments payable from the proceeds of the Loan

Disbursement Procedure shall be made through the disbursement procedure as stated in the SCC.

Any charges or fees associated with or incidental to remittance of funds from JICA/ Client to the Consultant's account including but not limited to those for opening and amendment commissions of the Letter of Credit shall be solely borne by the Client.

- (b) Any Payment payable from any source of finance other than the Loan Agreement shall be made directly by the Client.

6.7 Interest on Delayed Payments

If the Consultant does not receive payment in accordance with Clause SCC 6.5(a), the Consultant shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall commence on the date for payment as specified in Clause SCC 6.5(a).

These financing charges shall be calculated at the annual rate of three (3) percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.

The Consultant shall be entitled to this payment without formal notice or statement, and without prejudice to any other right or remedy, provided by the Applicable Law or this Contract.

6.8 Adjustment for Changes in Cost

If so, specified in the SCC, the amounts payable to the Consultant under Clause GCC 6.1(b) shall be adjusted for rises or falls in the cost of Remuneration and Reimbursable Expenses, by the addition or deduction of the amounts determined by the formulae prescribed in this Clause. Otherwise, this Sub-Clause shall not apply.

For the purposes of this Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in Appendix F. If there is no such table of adjustment data, this Clause shall not apply.

The adjustment to be applied to the amount payable to the Consultant, shall be determined from formulae for each of the currencies of payment **stated in Clause SCC 6.4**. No adjustment is to be applied to any remuneration or reimbursable expense, valued on the basis of cost or current prices.

Subject to the above paragraphs any remuneration and/or reimbursable expense payable under the Contract shall be adjusted **as stated in the SCC**, using the formula below.

$$R_n = R_0 \times \left[a + b \frac{Ln}{Lo} \right]$$

“Rn” is the adjusted value of:

- (a) remuneration payable for the period “n”, this period being a period of 12 months, and the first time being in the 13th calendar month after the Contract signing date, **unless otherwise indicated in the SCC**; or
- (b) reimbursable expenses incurred during the period “n”, this period being a period of 3 months, and the first time being in the 4th calendar month after the Contract signing date, **unless otherwise indicated in the SCC**.

“Ro” is the remuneration or reimbursable expense payable on the basis of the rates set forth in Appendixes D and E;

“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in each payment component;

“b” is a fixed coefficient, stated in the relevant table of adjustment data, representing the adjustable portion in each payment component;

“Ln” is the current cost indices or references for period “n”, expressed in each of the relevant currencies of payment, each of which is applicable to the relevant tabulated cost element on the first day of the period “n”.

“Lo” is the base cost indices, stated in the relevant table of adjustment data, expressed in each of the relevant currencies of payment, each of which is applicable to the tabulated cost element on the Base Date.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

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 8.2 shall apply.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GCC 8.1 shall be submitted by either Party for settlement proceedings in accordance with the following provisions:

(a) Contract with foreign Consultants (or, in case of a Joint Venture, where the Lead Member is a foreign Consultant)

(i) Mediation

The Parties may agree to submit any dispute or disagreement that has not been settled amicably according to Clause GCC 8.1 to settlement proceedings under the "ICC ADR Rules" (Rules of Amicable Dispute Resolution of the International Chamber of Commerce).

(ii) Arbitration

If the dispute or disagreement cannot be settled

amicably pursuant to Clause GCC 8.1, or if, where the settlement proceedings under Clause GCC 8.2(a)(i) are agreed, the dispute or disagreement has not been settled pursuant to the ICC ADR Rules within forty-two (42) days following the filing of a Request for ADR or within such other period as the Parties may agree in writing, such dispute or disagreement shall be finally settled under international arbitration (1) with proceedings administered by the arbitration institution designated in the SCC, and conducted under the rules of arbitration of such institution; or, if so specified in the SCC, (2) with proceedings administered by Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA; or (3) if neither an arbitration institution nor arbitration rules are specified in the SCC, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with the said arbitration rules.

- (c) Contract with local Consultants (or, in case of a Joint Venture where the Lead Member is a local Consultant)

The Parties agree to submit any dispute or disagreement that has not been settled amicably according to Clause GCC 8.1 to settlement proceedings under the laws of the Client's country.

Section IX. Special Conditions of Contract

Special Conditions of Contract

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
1.1 (a)	The Applicable Guidelines are those published in [<i>insert the date of issuance of the Guidelines applicable to this Contract (April 2012, March 2009 or October 1999.)</i>]
1.1(b)	The Contract shall be construed in accordance with the law of Government of India
1.1(e) & 1.6	Client's name and address: Meghalaya Basin Development Authority MegLIFE office, 2 nd Floor, Shalom Building, Lower Laichumere Shillong - 793001 Meghalaya
1.1(f) & 1.6	Consultant's name and address: [<i>insert Consultant's name, address and telephone number</i>]
1.4	The Contract shall be executed in English
1.8	The Lead Member is [<i>insert name of member</i>] [<i>If the Consultant consists of a JV, then the name of the firm whose address is specified in Clause SCC 1.6 shall be inserted here. If the Consultant consists only of a single firm, then delete the above and state "This Clause SCC 1.8 is not applicable."</i>]
1.9	The Authorized Representatives are: For the Client : _____ For the Consultant : _____
2.1(a)	The other effectiveness conditions are: Not Applicable
2.1(c)	Advance payment security is Not Applicable The successful bidder to whom the contract is awarded should submit a Performance Security to the MBDA which shall be for an amount of 5% of the contract value, valid up to 30 days after the date of completion of the contract. In the event of any extension of contract the Performance Bank guarantee for proportionate value

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p>shall be extended 30 days over and above the contract expiry date.</p> <p>The Performance security shall be in the form of a “Bank Guarantee” or “a cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order” drawn in favor of MBDA</p>
2.2	<p>The time period shall be 6 months and may be extended based on performance and mutual agreement between the client and the vendor</p>
3.4 (e) (ii)	<p>The ceiling on Consultant’s liability shall be limited to the product of [<i>insert a multiplier, usually equivalent to 1.0 or less</i>] multiplied by the Contract Price.</p>
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or any Subconsultants or their Experts, with a minimum coverage of [<i>insert amount and currency or state “in accordance with the applicable law in the Client’s country” at RFP Stage. However, the amount and currency shall be stated in the Contract</i>];</p> <p>(b) professional liability insurance (PLI), with a minimum coverage of [<i>insert amount and currency</i>];</p> <p><i>[The coverage shall not exceed the Contract Price or 1 billion Japanese Yen, whichever is smaller. The liability of consultant specified in GCC/SCC 3.4 (e)(ii) does not need to be covered in its entirety by a PLI. It should also be noted that a PLI of a substantial amount may not be available at commercially reasonable rate and terms.</i></p> <p><i>The Client shall allow an option for the Consultant to include the cost of procuring a PLI as a Reimbursable Expense under FIN-4 in case the required coverage exceeds 500 million JPY and such requirement shall be specified in DS 11.1(a)(ii).</i></p> <p><i>Also, specify if;</i></p> <p>(i) <i>A single-project PLI (i.e., PLI specific to the Contract) is required;</i> or (ii) <i>A PLI shall be taken out by a local insurer in accordance with the</i></p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<p><i>laws and regulations of the Client's country.</i></p> <p><i>Taking account of the nature of PLI, it is advisable not to require a single-project PLI unless any special circumstances justify to do so. In case either (i) or (ii) above is required, the Client shall allow an option for the Consultant to include the cost of procuring a PLI as a Reimbursable Expense under FIN-4 and such requirement shall be specified in DS 11.1(a)(ii).]</i></p> <p>(c) employer's liability and workers' compensation insurance in respect of the Experts of the Consultant and of any Subconsultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) insurance against loss of or damage to</p> <ul style="list-style-type: none"> (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
3.8	The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, without prior written permission of the Consultant.
5.1 (a) through (f)	Not Applicable
6.1(a)	The Contract Price is: <i>[insert amount and currency for each currency, as applicable]</i>
6.2(b)	<p><i>[When the reimbursable expenses shall be paid in the schedule under Sub-Clause SCC 6.5(a), insert the following.]</i></p> <p>The reimbursable expenses shall be paid in accordance with the schedule under SCC 6.5 (a).</p> <p><i>[When the reimbursable expenses shall be paid on the basis actually and</i></p>

GCC Clause No.	Amendments of, and Supplements to, GCC Clause
	<i>reasonably incurred by the Consultant in the performance of the Services, refer to Guidance for preparing Specific Provisions for the Lump-Sum Contract.]</i>
6.4	The currency (ies) of payment shall be the following: Indian Rupee
6.5(a)	As defined in Payment for Consulting Services

Section X. Appendices

Appendices

List of Appendices

	APP(B)
List of Appendices	135
Appendix A - Description of Services	136
Appendix B - Expert Schedule	137
Appendix C - Summary of Cost Breakdown	138
Appendix D - Remuneration Cost Breakdown.....	139
Appendix E - Reimbursable Cost Breakdown	141
Appendix F - Table of Adjustment Data.....	143
Appendix G - Form of Performance Security - Bank Gurantee.....	145

Appendix A - Description of Services

[This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during the negotiations.]

In accordance with Clause GCC3.7.1 Reporting Obligations, GCC 5.1, GCC 5.4(a) and GCC 5.5(a), services, facilities properties and counterpart personnel to be provided by the Client and the timing and manner in which they shall be provided shall be described here.]

Appendix B – Expert Schedule

[Insert a table based on Form TECH-7 of the Consultant's Technical Proposal as finalized during the Contract negotiations. Attach the CVs demonstrating the qualifications of Key Experts (Form TECH-6 of the Consultant's Technical Proposal) updated and signed by the respective Key Experts.

In addition, include the following provisions, as appropriate, if the Expert Schedule to be inserted as above does not contain such provisions.]

“For the purposes of this Appendix B – Expert Schedule, the following shall apply:

1. Months are counted from the start of the assignment. For each Expert, the input for home and field work shall be indicated separately.
2. Home Work and Field Work
 - (a) “**Home Work**” means:
 - (i) in case of an International Expert, work carried out in his/ her country of residence.
 - (ii) in case of a Local Expert, work carried at his/her normal place of work.
 - (b) “**Field Work**” means:
 - (i) in case of an International Expert, work carried out in a country other than his/ her country of residence.
 - (ii) in case of a Local Expert, work carried at a place other than his/ her normal place of work.”

Appendix C - Summary of Cost Breakdown

[insert Form FIN-2 of the Consultant's Financial Proposal as finalized during the Contract negotiations]

Appendix D – Remuneration Cost Breakdown

[Insert Form FIN-3 of the Consultant's Financial Proposal as finalized during the Contract negotiations.]

In addition, please include the following provisions, as appropriate, if the Remuneration Cost Breakdown to be inserted as above does not contain such provisions.]

“For the Purposes of this Appendix D – Remuneration Cost Breakdown, the following shall apply:

1. Full-time Employee, Other Source Experts and Independent Experts
 - (a) “Full-time (FT) employee” means an employee of the lead firm or joint venture member or Subconsultant;
 - (b) “Other Source (OS) Experts” means an Expert provided by another source that is not the Consultant or Lead firm or a member firm of a JV or a Subconsultant firm;
 - (c) “Independent Expert (IP)” means independent/ self-employed Expert.

2. For computation of remuneration payable to Experts:
 - (a) payments for periods of less than one month shall be calculated:
 - (i) on an hourly basis for the actual time spent in the Consultant’s home office and directly attributable to the Services (one hour being equivalent to $1/X^{\text{th}}$ of a month where $X = \text{number of working hours per day multiplied by number of working days per month, usually } 176 (8 \times 22)$); and
 - (ii) on a calendar-day basis for the time spent away from the Consultant’s home office (one day being equivalent to $1/30^{\text{th}}$ of a month; irrespective of the number of monthly working days stated in Appendix B (Expert Schedule) and the number of calendar days in the subject month).
 - (b) in case of an International Experts working away from the Consultant’s home office, the times spent for international travel between the country where he/she works (e.g. the Client’s country) and his/her country of residence (calculated from departure to arrival) shall be considered as working days for all purposes of this Contract, and shall be added to the working period.

3. Home Office Rate and Field Rate
 - (a) “Home Office Rate” means remuneration rate which applies when an International Expert works in his/her country of residence or a Local Expert works in his/her usual place of work.

- (b) "Field Rate" means remuneration rate which applies when an International Expert works in a country other than his/her country of residence or a Local Expert works in a place other than his/her usual place of work.

Appendix E – Reimbursable Cost Breakdown

[Insert Form FIN-4 of the Consultant's Financial Proposal as finalized during the Contract negotiations.

In addition, include the following provisions, as appropriate, if the Reimbursable Cost Breakdown to be inserted as above does not contain such provisions.]

“For the Purposes of this Appendix E – Reimbursable Cost Breakdown, the following shall apply:

- (1) “Per Diem” means the daily rate (i.e., one rate for all locations) which shall be calculated as the weighted average (cost per day), on the basis of 30 days per calendar month, considering the cost of accommodation, meals and all other similar expenses, reasonably incurred by:
 - (a) an International Expert, when he/she works in a country other than his/ her country of residence.
 - (b) a Local Expert, when he/she works at an any place other than his/ her normal place of work.
- (2) With respect of the international travel expenses, the following shall apply:
 - (a) International travel costs will show the airfares needed by International Experts to travel from their home office, or regular place of work, to the field, by the most appropriate and the most direct practicable route. Air travel cost shall be estimated by business class for senior experts (normally more than 18 years of working experiences) except for short-distance (less than 8 hours) flights and economy class for other experts.
 - (b) For International Experts spending twenty-four (24) consecutive months or more in the Client’s country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client’s country. Such International Experts will be entitled to such extra round trip only if upon their return to the Client’s country, such International Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.
 - (c) Air transport for dependents: the cost of transportation to and from the Client’s country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the International Experts assigned to resident duty in the Client’s country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client’s country shall have

been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Experts will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.

- (d) The number of round trips, the cost for each trip and destinations is shown under "air travel".
- (3) A separate item "Miscellaneous Travel Expenses" is shown to cover a lump sum allowance per round trip for processing necessary travel documents (passport, visas, travel permits), airport taxes, transport to and from airports, inoculations, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight for each International Expert and each eligible dependent, etc.

Appendix F - Table of Adjustment Data

Table A. Local Currency

[insert Table A. Local Currency of Form FIN-5 of the Consultant's Financial Proposal as finalized during the Contract negotiations]

Table B. Foreign Currency

[insert Table B. Foreign Currency of Form FIN-5 of the Consultant's Financial Proposal as finalized during the contract's negotiations]

Appendix G - Form of Performance Security - Bank Gurantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: _____ *[name of Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier¹]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee²]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

¹*In the case of a JV, insert the name of the Joint Venture*

²*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 30 days following the Completion date of the Contract including any warranty obligations³, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

³ Completion date as described in GC Clause 18.4