

**Request for Proposals
for
Hiring of Consultant to carry out
Baseline Survey**

in Projects with Financing from KfW

**Sustainable Land Management Meghalaya-Farmers
Mobilization**

Ref No: MBMA/KfW/Baseline Survey/72/2024/C-1/10

BMZ no: 202067973

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CONTENTS

Section	Page
PREFACE	2
LETTER OF INVITATION.....	3
PART 1 - TENDERING PROCEDURES.....	5
SECTION I. INSTRUCTIONS TO CONSULTANTS	6
A. GENERAL PROVISIONS.....	8
B. PREPARATION OF PROPOSALS	12
C. SUBMISSION, OPENING AND EVALUATION.....	15
D. NEGOTIATIONS AND AWARD.....	21

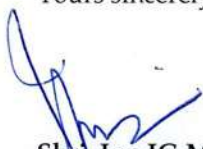
LETTER OF INVITATION

Project ID PN 45377/BMZ-No.202067973.
SHILLONG, February 19, 2024.

Dear Mr. /Ms.

1. The *Meghalaya Basin Management Agency (MBMA)* referred to as the "Employer" is acting as implementing agency for the project *Sustainable Land Management Meghalaya - Farmers Mobilization* and intends to engage a Consultant for which this Request for Proposal is issued. KfW provides financing for the project; any payments are subject to the underlying financing arrangements and no party other than the Employer shall derive any rights from or have any claims to the proceeds of it.
2. The Employer now invites **Proposals** to provide the following consulting services (hereinafter called "Services"): "**Hiring of Consultant to Carry Out Baseline Survey**". More details on the Services are provided in the Terms of Reference (Section VII).
3. A firm will be selected in accordance with the procedures described in the KfW Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website www.kfw-entwicklungsbank.de.
4. The RFP includes the following Sections:
 - Section I - Instructions to Consultants (ITC)
 - Section II - Data Sheet
 - Section III - Technical Proposal - Standard Forms
 - Section IV - Financial Proposal - Standard Forms
 - Section V - Eligibility Criteria
 - Section VI - KfW Policy - Sanctionable Practice - Social and Environmental Responsibility
 - Section VII - Terms of Reference
 - Section VIII - Conditions of Contract and Contract Form
5. Please inform us by February 21,2024 in writing via email at:
 - Deputy Project Director
 - Procurement Unit
 - Meghalaya Basin Management Agency
 - MBDA Building, - Meghalaya State Housing Cooperative and Financing Society
 - Campus, Upper Nongrim Hills,
 - Shillong, PIN-793003
 - Facsimile:** 0364-2522043; **Email:** mbmaprourement@gmail.com
 - (a) that you have received this Letter of Invitation; and
 - (b) whether you intend to submit a **Proposal**
6. Details on the **Proposal's** submission date, time and address are provided in ITC 15.7.

Yours sincerely,



Shri Jun JG Momin,
Deputy Project Director,
Meghalaya Basin Management Agency
C/o Meghalaya State Housing Financing Co-operative Society Ltd.
Nongrim Hills, Shillong-793003
Email: mbmaprourement@gmail.com

PART 1 – TENDERING PROCEDURES

Section I. Instructions to Consultants

[This Section 1 - Instructions to Consultants (ITC) shall not be modified. Any changes needed to address specific country and project conditions, to supplement, but not over-write, the provisions of the ITC, shall be introduced through the Data Sheet only.]

Table of Contents

A. GENERAL PROVISIONS.....	8
1. Scope of Proposals and Definitions	8
2. Source of Funds, Responsibilities	10
3. Sanctionable Practice.....	10
4. Eligible Consultants and Eligible Materials, Equipment, and Services.....	10
5. Conflict of Interest.....	11
6. Unfair Competitive Advantage	11
B. PREPARATION OF PROPOSALS	12
7. General Considerations	12
8. Cost of Preparation of Proposal.....	12
9. Documents Comprising the Proposal	12
10. Proposal Validity	12
11. Clarification and Amendment of RFP.....	13
12. Preparation of Proposals - Specific Considerations.....	14
13. Technical Proposal Format and Content.....	14
14. Financial Proposal.....	14
C. SUBMISSION, OPENING AND EVALUATION	15
15. Submission, Sealing, and Marking of Proposals.....	15
16. Confidentiality	15
17. Opening of Proposals.....	16

18. General aspects of Evaluation.....	16
19. Evaluation methods	17
20. Evaluation steps and sequence	17
21. Evaluation of Financial Proposals.....	20
22. Employer’s Right to Reject All Proposals.....	20
D. NEGOTIATIONS AND AWARD	21
23. Negotiations	21
24. Conclusion of Negotiations.....	21
25. Award of Contract, Information of Consultants	22

Section I. Instructions to Consultants

A. General Provisions

1. Scope of Proposals and Definitions

1.1 The Employer named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.

The following three selection methods can be distinguished in this one-stage RfP:

- a) **Two-envelope submission Quality and Cost-Based Selection (QCBS)**, which attributes a weight to the Technical Proposal and to the Financial Proposal as indicated in the **Data Sheet** and is the standard method.
- b) **One-envelope submission Fixed Budget-Based Selection (FBS)**, which attributes 100 % weight to the Technical Proposal and 0 % to the Financial Proposal, provided the Financial Proposal is within the available budget. The available budget is indicated in the **Data Sheet**. This selection method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. This selection method is most useful in the case of small studies and simple services.
- c) **One-envelope submission Quality and Cost-Based Selection (QCBS) method**, in which the Contract is awarded to the lowest-priced, substantially responsive Proposal. This selection method may only be envisaged for standard, non-complex Consulting Services of limited cost (e.g. translation work, audits).

1.2 Throughout these Request for Proposal the following definitions apply:

- (a) "Affiliate(s)" means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Employer's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The terms "Consultant" and "Bidder" are used in this document interchangeably.
- (d) "Contract" means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
- (e) "**Data Sheet**" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
- (f) "Day" means a calendar day.
- (g) "Employer" means the contracting party that legally concludes the Contract for the Services with the selected Consultant. The term

Employer may be used interchangeably with the term Project Executing Agency.

- (h) "Experts" means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) "Government" means the government of the Employer's country.
- (j) "Guidelines" means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf.
- (k) "ITC" (Section 2 of this RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (l) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract. The terms Joint Venture and Consortium can be used interchangeably.
- (m) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's **Proposal**.
- (n) "LOI" (Section 1 of this RFP) means the Letter of Invitation being sent by the Employer to the shortlisted Consultants.
- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) "RFP" means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (q) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (r) "Sub-consultant" means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (s) "TOR" (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The preselected Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants' expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

2. Source of Funds, Responsibilities

2.1 The Employer as indicated in the **Data Sheet** has applied or received financing (hereinafter called "funds") from KfW or, if KfW is the Employer, has allocated funds towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion or all the funds to eligible payments under the contract(s) resulting from this procurement process.

The following clause applies only if KfW is not the Employer:

2.2 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function based on the contractual arrangements with the Employer and the Applicable Guidelines detailing the requirement for KfW's approval and no objection. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

3. Sanctionable Practice

3.1 KfW requires compliance with its policy regarding Sanctionable Practice as defined and set forth in Section VI.

3.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

4. Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 A Consultant may be a firm that is a private entity or a government-owned entity – subject to ITC 4.3.

4.2 It is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

4.3 KfW's eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 This tendering procedure is open only to preselected Consultants.

4.5 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in Clause 4.3 or as the Employer shall reasonably request.

4.6 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Consultants may be required to provide evidence of the origin of

materials, equipment and services.

5. Conflict of Interest

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

5.2 Bidders shall be disqualified if they:

- (a) are an affiliate controlled by the Employer or a shareholder controlling the Employer, unless the stemming conflict of interest has been fully resolved;
- (b) have a business or a family relationship with an Employer's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been fully resolved;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder which allow them to have or give access to information contained in the respective applications, to influence them or influence the decisions of the Employer;
- (d) are engaged in a services activity which, by its nature, may conflict with the assignment that they would carry out for the Employer;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Bidders and the preparation of the terms of reference was not part of the activity.
- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the Employer and are or were able in this connection to influence the award of contract.
- (g) are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

6. Unfair Competitive Advantage

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of

this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or
- b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Employer.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Documents Comprising the Proposal

9.1 The Proposal shall include a Declaration of Undertaking in the format provided in Form TECH-1 (Section III) along with the Technical and the Financial Proposal. The individual documents and forms comprising the Proposal are enlisted in the **Data Sheet** (see Clause 20.1 and 20.2).

9.2 In case Consultants are required to demonstrate their qualification, the **Data Sheet** (see Clause 20.2) will determine which qualification documents have to be submitted as well as any other documents and forms to be submitted.

9.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).

10. Proposal Validity

10.1 The validity period shall be 3 (three) month. 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.

10.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.

Extension of
Validity Period

10.3 The Employer will make its best effort to complete the evaluation within the Proposal's validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.

10.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

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

Substitution of
Key Experts at
Validity
Extension

10.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.

10.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.

10.8 Substitution requests shall not delay the evaluation process.

11. Clarification and Amendment of RFP

11.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

11.1.1 At any time before the Proposal submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.

11.1.2 If the amendment is substantial, the Employer may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

11.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No

modifications to the Technical or Financial Proposal shall be accepted after the deadline.

12. Preparation of Proposals – Specific Considerations

12.1 While preparing the Proposal, the Consultant must give particular attention to the provisions in the **Data Sheet**.

12.2 If stipulated in the **Data Sheet** a basic eligibility and qualification assessment will be carried out to establish the Consultant's general capability to perform the requested services as a prerequisite to qualify for technical evaluation. The Consultant shall submit the Qualification Form(s) as stipulated in the **Data Sheet**.

12.3 If required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.

13. Technical Proposal Format and Content

13.1 In a two-envelope procedure (here: QCBS only) the Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

13.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.

13.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

14. Financial Proposal

14.1 The Consultant shall submit a Financial Proposal based on the requirements as described in the TOR (Section VII) and considering the remuneration mode as specified in the **Data Sheet**. If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in the **Data Sheet** and in Section IV.

Taxes

14.2 Tax liabilities and public duties in connection with the Contract will be reimbursed upon documentary evidence. In case KfW is the Employer, and the Consultant is a German resident the applicable German VAT must be applied and shown separately in the financial proposal.

Currency of Proposal

14.3 The Consultant shall calculate the Financial Proposal for its Services in Euro unless otherwise permitted in the **Data Sheet**.

Currency of Payment and Payment Conditions

14.4 Payments under the Contract shall be made in Euro unless otherwise stated in the **Data Sheet**.

14.5 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the **Data Sheet**.

Contributions by the Employer

14.6 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions:

- 14.6.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;
- 14.6.2 provide other support and contributions as stipulated in the **Data Sheet**.

C. Submission, Opening and Evaluation

15. Submission, Sealing, and Marking of Proposals

15.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 9 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand unless otherwise stipulated in the **Data Sheet**.

15.2 The authorized representative of the Consultant according to ITC 4.1 shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.

15.3 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.

15.4 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

15.5 The original and all the copies of the Proposal shall be submitted and sealed as indicated in the **Data Sheet**. If the envelopes and packages with the Proposal are not sealed and marked as required in the **Data Sheet**, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

15.6 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.

15.7 The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

16. Confidentiality

16.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

16.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

17. Opening of Proposals

17.1 The Employer's evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 17.4.

17.2 The Employer's evaluation committee shall be composed of at least two members unless otherwise detailed in the **Data Sheet**. If a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 17.4

17.3 In case of QCBS the envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 20. In case of FBS and LCS the Financial Proposal will be opened together with the Technical Proposal.

17.4 At the opening of the Proposals the following shall be recorded in the opening protocol: (i) the name and business address of the Consultant; (ii) the presence or absence of a Financial Proposal submitted in compliance with the packing requirements described in ITC 15; (iii) the presence or absence of the signed Declaration of Undertaking (TECH-1), (iv) a bid validity compliant with ITC 12.1; (v) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

Quality and Cost-based Selection - QCBS

17.5 In case of QCBS opening of the envelopes containing the Financial Proposal is subject to the acceptance of the Technical Evaluation Report and follows the stipulations of ITC 20. The Opening Protocol shall contain the following information: (i) the name of the Consultant; (ii) the scoring as per the technical evaluation; (iii) the read-out price; (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

18. General aspects of Evaluation

18.1 The evaluation of the Proposals shall be conducted in conformity with the provisions below. The individual evaluation steps and their sequence are depending on the form of submission and selection method chosen. This RfP differentiates between the selection methods as specified in ITC 1.1 and the detailed evaluation steps will be presented in ITC 20.2 to 20.4.

- a) In case of a two-envelope submission QCBS the detailed evaluation steps will be presented in ITC 20.2
- b) In case of a one-envelope submission FBS the detailed evaluation steps will be presented in ITC 20.3.
- c) In case of a one-envelope submission LCS the detailed evaluation steps will be presented in ITC 20.4.

The selection method applicable for this tender is determined in the **Data Sheet**

18.2 The evaluation report(s) shall include all clarifications with Consultants during the evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 17.2.

18.3 The Consultant is not permitted to alter or modify its Proposal in any

way after the Proposal submission deadline except as permitted in accordance with ITC 10.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

18.4 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.

18.5 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

19. Evaluation methods

19.1 The Employer shall evaluate the Technical Proposals based on the evaluation criteria set out in the **Data Sheet**.

19.2 If indicated in the **Data Sheet** evaluation will be based on a scoring system. Then, for the purposes of scoring individual sub-criteria the following qualitative approach may be applied:

- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
- b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
- c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
- d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion, substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.
- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b)/20.3 b).

19.3 A proposal is considered responsive if it complies with the minimum requirements as defined in the **Data Sheet**. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum requirements as defined in the **Data Sheet**.

20. Evaluation steps and sequence

20.1 Generally, as a first evaluation step all proposals will be checked for administrative compliance as per ITC 10.1. A proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected. In particular, any proposal lacking the following documents shall be considered not substantially responsive:

- a) Signed Declaration of Undertaking (Form TECH-1)

Bidders which fail to include a signed Declaration of Undertaking in their proposals will be excluded from further evaluation. In case of

QCBS their financial proposals will be returned unopened once the tender has been concluded. The proposals of all other bidders will be evaluated as per the criteria and/or scoring system determined in the **Data Sheet**.

Quality and Cost-based Selection - QCBS

20.2 In case of a two-envelope submission **QCBS** the following evaluation steps will be carried out in the sequence presented below:

- a) If qualification criteria are determined in the **Data Sheet** the evaluation of the technical proposals will begin with assessing the bidder's qualification based on criteria set out in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation and their financial proposals returned unopened once the tender has been concluded. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- b) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.2 b. A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- c) The technical evaluation will be presented in a report. Financial opening and evaluation may only resume once the technical evaluation report has been approved by the Employer and KfW, if KfW is not the Employer.
- d) The Financial Proposals of those Consultants which are in compliance with ITC 20.1 and are determined technically substantially responsive as per ITC 20.2 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing. The opening of the Financial Proposals shall be done in accordance with ITC 17.2 and ITC 17.5. The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors and strictly following the stipulations of ITC 23.
- e) The financial evaluation will be presented in a Combined Evaluation report of Technical and Financial Proposals to be approved by the Employer and KfW, if KfW is not the Employer.

The Proposal Score shall be calculated as per the formula presented in 20.5.

The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

20.3 In case of a one-envelope submission **FBS** the following evaluation steps will be carried out in the sequence presented below:

- a) Evaluation will begin with reading out the total prices of all proposals. Eligible for evaluation are only those proposals which are within the available budget as indicated in the **Data Sheet**. All proposals exceeding the available budget will be excluded from further evaluation. In order to determine financial responsiveness evaluation of the financial

proposals will strictly follow the instructions as per ITC 21.

- b) If qualification criteria are determined in the **Data Sheet** the evaluation of the financially responsive technical proposals will begin with assessing the bidder's qualification based on criteria set in the **Data Sheet** and the information presented in the Qualification Forms. Bidders which could not establish full compliance with the qualification criteria will be excluded from further evaluation. The technical proposals of all other bidders will be evaluated as per the criteria and scoring system determined in the **Data Sheet**.
- c) Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 20.3 b). A technical proposal that is not substantially responsive to the requirements as set out in the **Data Sheet** shall be rejected.
- d) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.
- e) The Proposal Score shall be calculated as per the formula presented in 20.5.

Fixed Budget-based
Selection – FBS

The Consultant with the highest Technical Score shall be declared the winner and invited for negotiations.

20.4 In case of a one-envelope submission **LCS** the following evaluation steps will be carried out in the sequence presented below:

- a) Evaluation will begin with reading out the total prices of all proposals and checking for arithmetical correctness as specified in ITC 21.
- b) The lowest corrected price bid will be evaluated as per the pass and fail criteria set out in the **Data Sheet**. All other proposals will be neglected at this stage. If the lowest corrected price bid is determined technically responsive evaluation will be stopped and the bidder proposed to be awarded the contract.

If the lowest corrected price bid is determined technically unresponsive it will be excluded from further evaluation and the evaluation process will resume with the second lowest corrected price bid.

- c) The evaluation will be presented in a report to be approved by the Employer and KfW, if KfW is not the Employer.

The Consultant with the lowest corrected and technically responsive financial bid shall be declared the winner and invited for negotiations.

20.5 The Proposal Score shall be calculated as per the following formula:

The weights given to the Technical (T) and Financial (F) Proposals are as indicated in the **Data Sheet**.

The weighted technical score is calculated as follows:

$$PT = WT * T, \text{ with}$$

PT = weighted technical score (points) of a technical Proposal,

Least Cost-based
Selection - LCS

T = technical score (points) as per technical evaluation,

WT = weight of the technical Proposal (in percent)

The weighted financial score is calculated as follows

$PF = WF * Co/C$, with

PF = financial score (points) of a financial Proposal,

C = evaluated price of the financial Proposal,

Co = lowest evaluated price of all financial Proposals.

and the overall score is calculated as:

$P = PF + PT.$ "]

21. Evaluation of Financial Proposals

Time Based contracts

21.1 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.

21.2 If a Time-Based contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1., and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Lump Sum contracts

21.3 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

21.4 Notwithstanding the above, the offered price may be adjusted for Other Cost items which are to be offered separately to allow for comparison, if such items are not offered as per instructions in 14.1. in the **Data Sheet**.

22. Employer's Right to Reject All Proposals

22.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

D. Negotiations and Award

- 23. Negotiations**
- 23.1 The Employer shall conduct contract negotiations with the Consultant whose bid has been ranked highest.
- 23.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.
- Availability of Key Experts
- 23.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 10 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.
- 23.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the invitation announcement to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- Technical Negotiations
- 23.5 The scope of the contract negotiations shall be limited to the following points:
- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
 - b) clarifying any counterpart services to be provided by the Employer.
- Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.
- Financial Negotiations
- 23.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.
- 23.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.
- 24. Conclusion of Negotiations**
- 24.1 The negotiations are concluded with a review of the finalized draft Contract.
- 24.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked

Consultant, the Employer shall not reopen the earlier negotiations.

**25. Award of
Contract,
Information of
Consultants**

25.1 After completing the negotiations with the Consultant, the Employer shall promptly inform all preselected Consultants on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score/Result of the winner and the respective Consultant.

25.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed.

The following clause applies only if KfW is not the Employer:

25.3 Subject to KfW's approval to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section II. Data Sheet – QCBS

["Notes to Employer" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they shall be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
1.1	The Employer is <i>Meghalaya Basin Management Agency(MBMA)</i>
1.1 a)	The selection method is two-envelope submission Quality and Cost-Based Selection (QCBS).
1.2 (b)	<i>India</i>
1.3	The name of the assignment is <i>Hiring of Consultant to Carry Out Baseline Survey.</i>
1.4	A pre-proposal conference <i>Feb 23,2024 at 11:00 hrs(IST)</i>
1.5	The Employer will provide the following inputs to facilitate the preparation of the Proposals: <i>As specified in the Terms of Reference.</i>
6.1	<i>Not Applicable</i>
B. Preparation of Proposals	
11.1	The deadline for clarifications by Consultants is 7 days prior to the submission date as per Clause 15.7 Clarifications requests shall be addressed to: mbmaprourement@gmail.com
12.1. QCBS	The estimated input of Key Experts' is : <i>Bidders have to quote the person-months based on their own professional judgement and experience</i>

12.2	An eligibility and qualification assessment is carried out based on the criteria listed in table ITC 20.2, below.
12.3	Not applicable
14.1	<p>The contract period shall be four (4) months from the date of signing of the Contract Agreement</p> <p>The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis.</p> <p>The Consultant shall present its Financial Proposal according to Form FIN-1 Financial Proposal – Cost Breakdown.</p>
14.3	<i>The Consultant is to express its Financial Proposal in INR (Indian Rupees)</i>
14.5	<p>MBMA proposes the following terms of payment for this assignment. This may be finalized at the time of signing the agreement.</p> <ul style="list-style-type: none"> • 40% on receipt of Inception Report from agency • Balance 60% after presentation workshop and receiving the final report <p>Taxes. The Firm and all Personnel shall pay all taxes, duties, fees, and other impositions that may be levied in conjunction with the performance of the Services, the amount of which is deemed to have been included in the Contract Price.</p> <p>Expenditure claims under the project will be exclusive of taxes and will be borne by the MBMA.</p> <ul style="list-style-type: none"> • Local Direct Taxes such as Indian income tax incl. TDS/ WHT and Local Indirect Taxes such as GST attributable to the contract shall be provided separately and will not be included into evaluation. • Other taxes not directly attributable to the contract and tax liabilities of the Consultant, its Sub-Contractors and experts outside the Employer's country SHALL BE included in the remuneration rates and offer price. • Purchaser will cover all Indirect taxes as per the applicable rates as quoted in the offer price.
14.6	<i>List the contributions of the Employer: As per TOR.</i>
C. Submission, Opening and Evaluation	
15.4	<p>The Consultant shall submit the Proposal as follows:</p> <ol style="list-style-type: none"> (a) Technical Proposal: one (1) original as hard copy and one soft copy to be submitted in a pendrive. (b) Financial Proposal: one (1) original copy as hard copy.

<p>15.5 QCBS</p>	<p>The original and all copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "Technical Proposal", "Hiring of Consultant to carry out Baseline Survey, SLMM, MBMA ", reference number, name and address of the Consultant, and with a warning "Do Not Open until March 6, 2024 at 17:00 Hrs IST".</p> <p>Similarly, the original of the Financial Proposal shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open with The Technical Proposal."</p> <p>The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before March 6, 2024 at 17:00 Hrs. IST".</p>
<p>15.6</p>	<p>The deadline for the submission of Proposals shall be March 11,2024 by 1700 Hrs (IST). The original of the Proposal shall be submitted at the following address</p> <p>Additional Project Director, Procurement Unit, Meghalaya Basin Management Agency C/o Meghalaya State Housing Financing Co-operative Society Ltd., Nongrim Hills, Shillong-793003, Email:mbmaprourement@gmail.com</p>
<p>17.1</p>	<p>The opening of the Proposals will take place March 11,2024 by 1730 Hrs(IST) at</p> <p>The original of the Proposal shall be submitted at the following address</p> <p>Procurement Unit, Meghalaya Basin Management Agency C/o Meghalaya State Housing Financing Co-operative Society Ltd., Nongrim Hills, Shillong-793003, Email:mbmaprourement@gmail.com</p>
<p>17.2</p>	<p>"The Employer's evaluation committee is composed of <i>management and administrative unit of each member of the committee, a tender agent assisting the Employer may be an external committee member</i>"</p>
<p>18.4</p>	<p>"Not applicable".</p>
<p>18.5</p>	<p><i>Alternative Proposals</i></p> <p>"Not applicable".</p>
<p>20.4 a) LCS</p>	<p>Not applicable.</p>

20.2 b)	<i>Technical Proposal</i>		<i>Score</i>
	1.	Concept and methodology	40
	1.1	Clarity and completeness of the tender	5
	1.2	Critical analysis of the project objectives and the Terms of Reference (TOR)	5
	1.3	Proposed concepts and methods	30
	2.	Qualifications of proposed staff	60
	2.1	Other Key staff to be employed on the project Study coordinator (1 no.) - 10 Marks Expert in Sample Design (1 no.) - 9 marks Expert in Questionnaire Design (1 no.) - 9 marks Expert in survey implementation and field supervision(1 no.) - 8 marks Socio-economic researcher(1 no.) - 8 marks Computer specialists in data entry and data bases(1 no.) - 5 marks Field work experts(1 no.) - 5 marks Qualifications of key support staff positions: Field supervisors: - 2 marks Survey enumerators: - 2 marks Data entry technicians: - 2 marks	60
	Total (maximum)		100
	<i>Type of Document to be submitted:</i>		<i>Required (yes/no)</i>
	TECH-1 Declaration of Undertaking		Yes
	TECH-2 Comments or Suggestions on the TOR and Counterpart Staff		Yes

	TECH-3 Description of the Approach, Methodology, and Work Plan	Yes	
	TECH-4 Work Schedule	Yes	
	TECH-5 Personnel Schedule	Yes	
20.5	<p>The weights given to the Technical (T) and Financial (F) Proposals are as $W_T = 80 \%$, and $W_F = 20 \%$ The Financial evaluation will be evaluated on the net prices without the GST rate.</p>		
	D. Negotiations and Award		
25.3	The expected commencement date of the assignment is <i>April, 2024</i>		

Section III. Technical Proposal – Standard Forms

FORM	DESCRIPTION	<i>Page Limit</i>
QUAL-1	Financial Capability	3
QUAL-2	Project Experience	15
TECH-1	Declaration of Undertaking	3
TECH-2	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	5
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	30
TECH-4	Work Schedule (Tasks and Activities Bar Chart)	10
TECH-5	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	30

FORM QUAL-1**FINANCIAL CAPACITY STATEMENT**

[This table is provided for illustrative purposes only. Adjust the table to reflect the financial capability requirements set out in accordance with ITC 14.1.1 a)]

Financial data	2 years before last year¹ <specify> INR	Year before last year <specify> INR	Last year <specify> INR	Average² INR
Annual turnover ³				

If annual accounts are not yet available for the last year, please provide latest estimates or provisional figures. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table).

Natural persons who cannot present a balance sheet due to their legal status shall provide appropriate information (profit and loss statement, bank letter, etc.).

¹ Last year = last accounting year for which the entity's accounts have been closed.

² Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

³ The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of Services, interest, royalties, and dividends) during the year.

FORM QUAL-2
PROJECT EXPERIENCE

Ref no:	Project title							
Name of legal entity (declaring Consultant)	Project Country	Overall project value (EUR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person months)	Name of client	Origin of funding	Dates (start_/end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project		
...						...		

* If the overall project value refers to overall project cost inclusive of Consulting Services please indicate the consulting fee separately. The portion carried out by the legal entity refers to that figure.

FORM TECH-1

DECLARATION OF UNDERTAKING

Reference name of the Application/Offer/Contract: ("Contract")⁴

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁵ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged, and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;

⁴ Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁵ The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁶ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁷: _____

Signature:

Dated:

⁶ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁷ In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

FORM TECH-2**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE,
COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

[Form TECH-1: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Employer, including: administrative support, office space, local transportation, equipment, data, etc.]

A - On the Terms of Reference

[The Consultant is explicitly encouraged to present a detailed critical analysis and the Consultant's interpretation of the project's objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.]

B - On Counterpart Staff and Facilities

[Comments on counterpart staff and facilities to be provided by the Employer. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]

FORM TECH-3
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE

[Form TECH-2: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. The suggested structure of the Technical Proposal below provides guidance. In any case it shall be adjusted to the requirements of the assignment and could be limited to a) – c) or less for small and less complex assignments.]

- a) **Technical Approach and Methodology** Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.
- b) **Work Plan** Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the work schedule form.
- c) **Organization and Staffing** Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.
- d) **Back-up Services** Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.
- e) **Quality Control and Management** Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.
- f) **Logistics** Please describe the planned logistics and facilities for the execution of the services.

FORM TECH-4 (INDICATIVE FORMAT)

WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)

N°	Tasks ¹ (T-..)	Months ^{2,3}														
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL			
T-1	[e.g., Task #1: Report A 1) data collection 2) drafting 3) inception report 4) incorporating comments 5) 6) delivery of final report to Employer]															
T-2	[e.g., Task #2:.....]															
n																

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

**FORM TECH-5 (INDICATIVE FORMAT)
PERSONNEL SCHEDULE (BAR CHART)**

N°	Name	Position	Months ¹²												Total time-input ³ (in person-months)				
			1	2	3	4	5	6	7	8	9	.....	n	Internat ¹	Nationa ¹	Total			
KEY EXPERTS																			
K-1	[e.g., Mr/Mrs. A]	[e.g., Team Leader]	Home																
K-2			Field																
K-3																			
n																			
												Subtotal:							
OTHER EXPERTS																			
E-1			[Home]																
E-2			[Field]																
n																			
												Subtotal:							
												Total:							

1 Months are counted from the start of the assignment/mobilization.
 2 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Employer's country or any other country outside the expert's country of residence.
 3 The assignment of international and national staff shall be treated separately.



Full time input

Part time input

**FORM TECH-5
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Section IV. Financial Proposal - Standard Forms

[The Financial Proposal Standard Forms below shall be used for the preparation of the Financial Proposal according to the instructions provided therein and in Section II unless otherwise indicated in 14.1 of the Data Sheet.]

FORM FIN-1 FINANCIAL PROPOSAL - COST BREAKDOWN

[The tables below shall be adjusted as appropriate by adding or deleting cost items and / or by reducing the degree of detail.]

Model for Financial Proposal – Overall Cost Breakdown

As per Data Sheet clause 14.3 the prices in our Financial Proposal are expressed in:

[Bidder to indicate the currency]

As per Data Sheet clause 14.1 our services are offered on a [bidder to tick relevant box]

Lump sum contract

basis

Time based contract

basis

In case of a lump sum contract the cost overview and cost details presented hereafter are to be understood to demonstrate the basis for the financial calculation but not as basis for invoicing at actual quantities or actual cost. However, independently of the remuneration mode indicated above, Other Cost items (8 Equipment and 9 Miscellaneous Cost) are offered for remuneration as per requirement in clause 14.1 of the Data Sheet.

Basic Services (as per TOR)

SUMMARY	Sum
1. – Foreign staff cost	
2. – Local staff cost	
3. – Allowance and accommodation	
Sub-Total – Staff cost	
4. – International travel costs	
5. – Local travel & transport cost	
6. – Project office	
7. – Reports and documents	
Sub-Total Logistics and transport	
Total – Fees, transport and logistics	
8. – Equipment cost	
9. – Miscellaneous cost*	
Total – Other cost	

Overall – Fees, Transport, Logistics and Other Cost (net, exclusive of taxes and duties)	
--	--

Duties and Taxes

[In case the ITC requests the Bidder to offer services exclusive of taxes and duties, the bidder shall indicate the amount of local taxes and duties applicable for the services.]

Overall – Fees, Transport, Logistics and Other Cost (inclusive of taxes and duties)	
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Optional Services, Alternative Proposal

[In case of services to be offered on an optional basis as per TOR the Consultant shall use the same cost breakdown structure shown above and below. The same applies if the Consultant wishes to propose an alternative proposal.]

Detailed Cost Calculation

Detailed Cost Calculation – Fees, Transport, Logistics				
1. Foreign Staff Cost	Unit	Quantity	Lump sum unit rate	Amount
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
Sub-total Foreign staff				
2. Local Staff Cost (incl. allowances and accommodation, see explanation)				
2.1 NN	month	...		
2.2 ...	month	...		
Sub-total Local staff				
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff				
3.1 Allowance, accommodation - Long-term staff	month	...		
3.2 Allowance, accommodation - Short-term staff	month	...		
Sub-total Allowance and accommodation				
4. International Travel				
4.1 International return flights	flight	...		
4.2 Complementary travel costs	flight	...		
4.3 other international flights	flight	...		
Sub-Total International flights				
5. Local Travel & Transport Cost				
5.1 Vehicle lease/rent or use of own vehicles	month	...		
5.2 Vehicle O&M incl. driver, insurance, repair	month	...		
5.3 Other local transport (short-term, peak)	day	...		
5.4 Local flights	flight	...		
Sub-total Local transport				
6. Project Office				
6.1 Office rent	month	...		
6.2 Office operation	month	...		
Sub-total Project office				
7. Reports and Documents				
7.1 ... (Type of reports/ documents to be stated)	/doc	...		
7.2 ...	...	...
Sub-total Reports and documents				
Other Cost - Lump sum unit rate basis	Unit	Quantity	Lum sum unit Rate	Amount
8. Equipment**				
8.1 Office equipment	...	...
8.2 Project vehicles				
8.2 Other. equip. to be handed over/consumed	...	...
Sub-Total Total Equipment				
Other Cost - Remuneration at actual cost				Provisional Amount
9. Miscellaneous Items**				
9.1 Other miscellaneous items/services				
9.2 Security measures				
9.3 General contingencies				
Sub-Total Total Miscellaneous items/services				

[Explanations on Other Cost

For certain items the mode of remuneration can be independent of the contract mode (lump sum contract, time based contract) and organized in two ways:

A) Remuneration on lump sum unit rate basis

This can be applied for cost items which are not included in items 1 – 7 and which the Consultant is required to supply or deliver separately during the performance of the Contract. Only commercially available cost items for which an estimate in terms of quantity can be made in advance should be taken into account (see examples under 8. Equipment in the table above). The Consultant will be required to offer lump sum unit rates for such items for the requested quantity and the remuneration will be according to the actual quantity delivered/consumed and the lump sum unit rate.

B) Remuneration at actual cost

This is appropriate for cost items which are identifiable but which are due to their nature difficult to calculate or to determine in advance. For example the cost of specialized geographical surveys, specialized drill services, security measures are generally difficult to estimate in advance (see 9. Miscellaneous Cost in the table above). In such cases it is advisable to foresee a provisional amount either proposed by the Consultant in its Financial Offer or the Consultant is required by the Employer to take into account a predefined provisional amount in its offer. This could also include an item for general contingencies for unforeseen expenses. In order to avoid distortion of the financial evaluation the Employer must take care by either excluding such cost from financial evaluation or by applying the same amount in each proposal for the purpose of financial evaluation, independent of the amount possibly proposed by the Consultant. Before concluding the Contract or during Contract performance the details for such items will be further specified. Remuneration of such cost items will be at actual cost occurred against proof of evidence.

The table above for Equipment and Miscellaneous cost items is made up according to these explanations. However, this should be understood as guidance and the table may be modified if required in the project context. In any case the requirements on Equipment and Miscellaneous cost items as per clause 14.1 of the Data Sheet need to be reflected in the table.]

Section V. Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-

debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or

- 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section VI. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1. Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or

causing any person to refrain from any action.

- Fraudulent Practice** Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
- Obstructive Practice** Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
- Sanctionable Practice** Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2. Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation⁸ (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

PART 2 – TERMS OF REFERENCE

Section VII. Terms of Reference

1. Background

Agriculture is crucial to the Meghalaya's development. Two in three Meghalaya's workers are still employed in agriculture. But the sector is beset by low productivity and incomes. Most people living below the poverty line in the State are in rural areas. This means that raising agricultural productivity is critical to poverty reduction and advancing the State's economic transformation. The State of Meghalaya displays strong comparative advantage and potential for introducing, expanding and supplying high value organic agricultural commodities to meet the growing domestic and potentially international demand.

The Sustainable Land Management (SLM) Meghalaya Project is an initiative led by MBMA to promote agro-ecological, natural /organic farming practices in the rural households along with ensuring sustainable and holistic development of the agriculture sector and value chains in the State of Meghalaya, on a pilot basis through an efficient functional structure for rolling out at state level.

For the Preparatory Phase, the SLM Meghalaya project will aim to establish sustainable land management practices and value chains on a pilot basis through an efficient, functional support structure for roll-out at state level. Initiatives will include promoting organic farming, addressing certification challenges, empowering farmers through capacity building, and linking organic produce to remunerative global markets. It will also help the project's participating institutions to prepare for building a solid foundation for implementing scalable and replicable sustainable farming and value chain models, while ensuring sustainable natural resources management, productivity improvement, climate change mitigation, and creation of livelihood opportunities.

2. Overview and Objectives

MBMA is seeking to hire a firm to carry out the mandatory Baseline Survey for the SLM Meghalaya Project within the agreed timeframe.

The main objective of this activity is to conduct the collection and analysis of baseline household data for use in project impact evaluation. The objective of Baseline Study is to establish **baseline values** for **project indicators**. This study will lead to establishing the present base values for the indicators as well as quantifying benefits and estimating the degree to which such changes can be attributed to project interventions.

The Baseline Survey consultant will be hired by MBMA as per the KfW's Procurement Regulations. Hired consultants will be expected to work in close collaboration with MBMA and with any other consultants hired as part of project implementation.

Through the Baseline Survey, the MBMA aims to achieve the following objectives:

- To conduct a baseline assessment of agricultural households across the State with the aim of mapping the socio-economic profile and existing farming practices. The baseline survey will be carried out across the targeted 230,000 agricultural households (as reported by Department of Agriculture, Government of Meghalaya) through survey samples.

- To generate good quality baseline survey information against which project progress and achievements can be assessed. Indicators will cover environmental, social, economic and governance aspects of project delivery and outcomes that can be used to assess project performance and impact across the project components. The SLM Meghalaya project Results Framework including a description of the indicators to be used for the Baseline Survey will be provided to the Consultants prior to the start of the assignment.

The specific tasks of the firm will be to perform the following:

- Develop and pilot the baseline survey instruments
- Develop the survey sample design
- Recruit and train survey enumerator field staff and supervisors
- Secure and maintain all necessary equipment for data collection and entry
- Identify and locate households to be interviewed according to the sample design
- Undertake the baseline collection of data from households in the treatment and control groups
- Set up a data entry system for this instrument that will allow for errors to be identified as data entry occurs and which also includes double entry of all questionnaires and which will result in a clean baseline dataset according to standard methodologies
- Conduct analysis of data using SPSS or other software and present major findings in terms of descriptive statistics in a final report.
- Undertake data collection from households in the control groups
- Conduct analysis of baseline data using SPSS or other software and present major findings in terms of descriptive statistics in a final report.

3. Scope of Work and Tasks

3.1 Survey Scope and Coverage

The Baseline Survey will be administered by the selected implementing contractor to agricultural households across the State. The survey will cover the three regions of Meghalaya; the Khasi, Jaintia, and Garo Hills and must include all the blocks of the state.

The Baseline Survey should begin as soon as possible during 2024 and should be completed in time.

3.2 General

The Baseline Survey will be implemented by the selected implementing contractor in face-to-face interviews with agricultural households. The questionnaire will be designed to seek opinions and information of the households, including, but not limited to, household demographics including education levels of individuals and household social status and religion, income, asset ownership, land use patterns, land distribution and tenurial arrangements, agricultural production and yields, means of production, level of investments in farm equipment and on-farm improvements, use of inputs (fertilizer/biofertilizer, seeds, etc), inputs and outputs prices, product preparation activities, employment, migration, farming categories, access to and use of irrigation and aggregation and postharvest infrastructure, access to extension and marketing, participation in irrigation and

aggregation institutions, experience with irrigation services, and/or payment of water and postharvest charges from the selected farm households, and key environmental issues in proposed project sites. The selected implementing contractor will be required to work with local districts to ensure broad-based participation in the survey, to guarantee access to the households, and to maximize participation and high response rates to each question.

3.3 Sample Design

This Baseline Study is being undertaken to establish the base data of the project.

The approach of the study will be to carry out household sample survey baseline, survey and will be supplemented by the collection of qualitative information on project households joining the project.

- a. The sample will be designed in such a way as to produce separate estimates for indicators of SLM households in the identified clusters. There will also be a control group of households who are not directly involved in the project. The sample design should allow for before and after project, and with and without project comparisons.
- b. The sample should be both stratified and clustered. Stratification would ensure that the selected sample is spread over the project area and represents different agro-ecological zones. Clustering would reduce logistical and data collection costs by first selecting a sample of project groups or villages and then selecting a sample of households in the selected groups/villages.
- c. Target Clusters will be selected across the project area such that it covers all regions – Garo, Khasi and Jaintia. While estimating the sample for the study, the following points need to be considered
 - a) At least 25% of the target SLM clusters need to be covered.
 - b) At least 20% of the target villages need to be covered in each selected SLM cluster.
 - c) At least 15% of the target households need to be covered in each selected village.
- d. The total size of the sample, allowing for the effect of clustering (the "design effect"), should be of sufficient size so as to produce reliable (at least 90% confidence level) and precise (no more than +/- 5%) measurements of indicators for each domain of investigation (Megha LAMP and control being at least two domains). The selected agency may opt for power calculations if it is required.
- e. Case studies/Success Stories: At least 1-2 case studies/success stories per cluster / block would provide insights into the successes and aspirations of the target respondents, which will help in better design and delivery systems. The participants in the FGDs would need to be chosen in such a manner such that they do not overlap with the participants of the survey. The consultant would provide electronic copies and details of case studies/success stories along with photographs.
- f. The sample for study will be finalised in consultation with the client.

3.4 Indicators for Baseline Study

The provisional list indicators for the survey are as follows:

Level of assessment	Indicators	Data to be collected
Profile	Household demography	Gender, age, EPIC ID number, education, literacy, occupation of head of household Children of school age attending school

Level of assessment	Indicators	Data to be collected
	Location	Village, ward, block, district, GPS coordinate, mobile phone number
	Socio-economic status	Ethnic group, BPL, job card holder, female headed household, SEC (Rural)
Impact	Child Anthropometry	Age, weight, height, gender of children aged less than 5 years
	Food security and quality of diet	Length of period of food shortage Other indicators of food security and quality of diet.
	Housing quality	Roof, floor and wall material, number of rooms, improvements in housing
	Water and sanitation	Source and time/ distance to domestic water supply Type and location of latrine
	Energy	Main fuel used for cooking Electricity supply, grid/off-grid
	Income	Average cash expenditure per month (broad categories e.g. food, clothes, health, education, festivals, rent, etc.) Average value of home grown foods consumed Opinion regarding change in living standards and wealth rank
	Assets	Ownership of a list of household assets – TV, almirah, motorcycle, car, access to electricity
	Women's empowerment	Asset ownership, mobility, role in decision making, earning own income etc.
Outcomes	Land	Areas of land owned and cultivated (if possible – land area estimates) Land type (paddy, jhum, bun, plantation, other) Main crops cultivated, changes in cropping and reasons for changes Area of irrigated land, type of irrigation system, source of water Ownership of farm equipment, use of machinery / animals for cultivation
	Crop and horticultural production	Food crops area and output Food self-sufficiency: months supplied from own production, marketable surplus Cash/high value crops – types, area, production Use of inputs – pesticides (Organic / Inorganic), fertiliser, seeds manure, machinery Sales of crops by type Adoption of improved technologies
	Livestock	Numbers of cattle (local and improved types), buffalo, pigs, goats, sheep, poultry Sales of milk, cattle, pigs, goats poultry etc. Net income from livestock sub-sector Purchase of inputs: feed, medicines Use of veterinary services
	Employment	Number of adults earning income Type of employment, income from employment, main and secondary sources of income Migration to work outside of the village / state
	Other products	Honey
	Non-farm enterprises	Type of enterprise, date established, sales, employment

Level of assessment	Indicators	Data to be collected
	Environment	Opinions regarding change in biomass, biodiversity, water availability, soil erosion, dependence on natural resources, flooding, sufficiency of rainfall, climate change
Outputs	Membership of project groups	Type of group, date joined
	Membership of other groups	Type of group, date joined
	Capacity building	Training courses attended, usefulness
	Grants and inputs	Support received from various project
	Financial services	Sources, savings, loans, insurance
	Producer / marketing group	Services utilized
	Agricultural support services	Use of paravets, government agencies, NGOs, private sector
	Marketing channels	Channels used to sell produce, value chain based approach to marketing

The above table is a provisional list of indicators to be measured in the sample survey. These indicators will need to be reviewed and refined in order to draft a questionnaire for the Baseline survey.

3.5 Questionnaire and Translation

The implementing contractor will design the baseline survey questionnaires and arrange for the questionnaires to be translated into relevant local language(s). The implementing contractor will also provide written instructions for the questionnaire. The implementing contractor will design the Implementation Manual and the Questionnaire Manual. Formatting of the questionnaire is up to the implementing contractor.

Alongside the sample survey, the contracted agency will also carry out case studies and focus group discussions to collect qualitative data. This would particularly cover issues where it may be difficult to get useful data from a formal questionnaire. Qualitative data gathering would also aim to provide an understanding of the processes behind the changes observed in the sample survey.

3.6 Survey Implementation

1. This work would be contracted out in a single package covering baseline survey, to an agency with qualifications and experience in this type of socio-economic survey. The contract would have separate payments for each of the three stages, with continuation to the next stage subject to satisfactory performance at the previous stage. Implementation of the baseline survey will involve the following steps:

(i) An inception report describing the proposed approach, data collection tools and schedule of work. This report will be discussed with project management, and the draft questionnaire and sampling plan sent to KFW for their comments, before proceeding further.

(ii) The sample survey itself, including questionnaire development, enumerator training, data gathering, data quality control, data entry, data analysis (including statistical tests), reporting and interpretation of results. It may help to analyse results from the first 100 questionnaires to check that

useful and reliable results are being obtained, before proceeding with the rest of the survey. The initial findings and data analysis will be shared with the project.

(iii) Follow-up investigations using qualitative measures such as case studies and focus group discussions. The survey agency should plan on the basis of carrying out case studies as indicated in Section 3.3 (e) above, each generating a descriptive report of between 800 and 1000 words.

(v) Preparation of the draft report and submission of this report to the project.

(vi) Workshop with project stakeholders to discuss findings.

(vii) Preparation of the final report incorporating comments from stakeholders and IFAD.

2. District Management Units would provide support to the survey team with information on project working areas and project activities. They would also provide lists of project groups and names of group members, and would help in locating sample households. However, all logistical arrangements would be the responsibility of the survey agency.

3. Electronic version of full survey data set, along with the original questionnaires, would be supplied to the project at regular interval of seven days for assessment of data quality. Survey data and reports will remain the property of MBMA.

4. The Baseline survey will be considered successful and finished when the targeted number of interviews is completed. Survey and interview completion is determined by the MBMA PMU task manager. For a survey to be complete, the majority of the relevant information must be obtained and entered into the data base. The integrity and accuracy of the data is vital. The selected firm will establish procedures to check the quality of the interviews. At least 3/10 percent of the completed interviews will be back checked by telephone by the implementing contractor. Managers of the survey will randomly check enumerators and accompany them on some interviews. Representatives of the MBMA may accompany some survey teams to ensure quality.

3.7 Required Personnel

To implement the activities involved in this project, the firm must involve the following specialists:

Qualifications of key professional staff positions:

- Position 1 – Study coordinator: advanced degree in Livelihoods, Natural Resource Management, Economics, Agricultural Economics or related field. At least fifteen years relevant experience in large quantitative survey implementation and analysis, experience in household and agricultural data collection and analysis required, ability to coordinate teams and ensure timely reporting.
- Position 2 – Expert in Sample Design: advanced degree in Statistics, Economics or related field. Strong background in statistics and econometrics is required. At least ten years of experience in the design of samples for household surveys required
- Position 3 – Expert in Questionnaire Design: advanced degree in Livelihoods, natural Resource Management, Economics, Agricultural Economics or related field. At least ten years of experience in experience in designing household and agricultural surveys required. Preferably with experience in multi-topic surveys and exposure to hill regions or North East India.
- Position 4 – Expert in survey implementation and field supervision: Minimum ten years of experience with large survey implementation, experience in implementing household and agricultural surveys required. Preferably with previous experience in conducting surveys in regions or North East India.

- Position 5 – Socio-economic researcher: advanced degree in Livelihoods, Natural Resource Management, Economics, Agricultural Economics or related field, at least fifteen years of experience in analyzing survey data using SPSS or equivalent software. Strong background and experience in statistics and econometrics is required. Ability to write clearly and concisely in English. Previous experience in impact evaluation is preferred.
- Position 6 – Computer specialists in data entry and data bases: Minimum experience of three years with large survey data sets and data entry software required.
- Position 7 – Field work experts: Minimum experience of three years in large household level surveys required. Familiarity and experience with field data entry procedures and enumerator training and supervision is required.

All technical advisors must be able to work collaboratively with MBMA.

Qualifications of key support staff positions:

- Field supervisors: They should be chosen based on the firm's best practices. Some degree of knowledge of local languages (Khasi, Pnar and Garo) is expected at least from a sufficient number of the supervisors. At least two years of experience in conducting or managing household surveys is required.
- Survey enumerators: Minimum qualifications include knowledge of local language (Khasi, Pnar and Garo). Preference should be given to candidates with experience in quantitative data collection in rural areas, namely on the themes of the questionnaire.

Data entry technicians: Minimum qualifications include knowledge of local language (Khasi, Pnar and Garo) and advanced computer skills. Preference should be given to candidates with experience in quantitative data entry and/or previous experience in survey work.

3.5 Training

The implementing contractor must have a well-developed plan to thoroughly train their field supervisors, enumerators and the data entry staff on the questionnaire and survey procedures. Every enumerator must completely understand the questionnaire and the questions contained. Enumerators must also be able to interpret all questions consistently, and ask all questions in the prescribed manner. All supervisors and enumerators are expected to read, study, and understand the Implementation Manual and the Questionnaire Manual.

Supervisors and enumerators should have previous experience in survey implementation, should be available throughout the entire duration of the field work, and ideally should have some knowledge of agriculture and/or finance; some familiarity with the topics of the survey facilitates the detection of inconsistencies and misunderstandings.

Training of field workers: The firm will identify and train a sufficient number of field workers to ensure that the survey is completed as per schedule. The firm will also recruit, train, assign, field, equip, supervise, and compensate all enumerators it needs to carry out the survey.

3.6 Piloting

The firm will have primary responsibility for pretesting and piloting the questionnaire. After the pre-test and pilot-survey, the questionnaire will be revised based on errors detected in the pre-test and then once again translated (and back translated) into the local language(s).

Immediately following the training and before the survey is launched, the implementing contractor must pilot the questionnaire on a selection of households. The purpose of piloting is to ensure that the translation is correct and that the questions are appropriate for the local environment. Also, these interviews must be timed to ascertain the length of implementing the questionnaire. The implementing contractor must incorporate changes into the questionnaires after pre-testing the questionnaires and report any issues that arise as a result of the piloting.

All modifications to the questionnaire, instructions and sampling structure that may be suggested from the piloting results must be approved by the MBMA PMU task manager before the survey is implemented. The full survey may not be launched until the survey instrument is finalized and approved by the MBMA PMU task manager. Any changes to the format or ordering of the questionnaire to facilitate implementation should be consulted with the MBMA PMU task manager.

The responsibilities of the consultant and the MBMA would be broadly as under:

- Consultant would be responsible for collection and analysis (and report writing) of the required data and information mostly based on the short interviews and or focused group discussion, on sample basis. District Project Management Units would assist the survey team with information on project working areas and project activities. They would also provide lists of project groups and names of group members, and would help in locating sample households. However, all logistical arrangements would be the responsibility of the survey agency.
- Consultants would place their requirements in this regard to the MBMA at Shillong before commencing the study.
- The Project will make available documents and reports as requested by the consultants.
- The consulting team would be required to submit the draft questionnaire and FGD checklists to MBMA before commencement of field work.
- An electronic version of full survey data set, along with the original questionnaires, electronic recording of all the FGDs along with their respective transcripts in English, photographs and details of case studies/success stories would be made available to the project. Survey data and reports will remain the property of MBMA.
- This study is time bound and holds high priority for the project. Therefore, the consultant entrusted to conduct the task needs to be methodical, and well conversant with survey and participatory methodologies.
- The primary responsibility of the firm will be to work in close collaboration with MBMA and the development and supervision of all phases of data collection for the household surveys and ex-post analysis of the datasets. The expected tasks for the firm should be performed in accordance with a mutually agreed schedule.

Specifically, the firm will be responsible for the following aspects of the household study:

Questionnaire Development

- Developing, finalizing and translating (into local language(s)) the household questionnaire
- Printing of questionnaires

The firm will be responsible for working closely with the relevant technical staff at MBMA to design and finalize the instruments.

The firm will also be responsible for translating the questionnaire. The firm will produce and print final questionnaires in English and local language(s) - Khasi, Pnar and Garo, subject to the approval of MBMA.

Staffing and Enumerator Training

- Recruitment, contracting, and payment of survey enumerators, data entry technicians and supervisors. The pool of enumerators may be provided by MBMA, the agency would need to select the enumerators from this pool. All payments to enumerators will be made by the firm.
- Preparation of training materials and detailed interviewer manual (and supervisor manual if necessary)
- Facilitation of supervisor and interviewer training

The experts for this assignment will be chosen based on the firm's best practices. Knowledge of local languages (Khasi, Pnar and Garo) will be required of survey enumerators and supervisors. Preference in selection should be given to experts who have experience with quantitative data collection in rural Meghalaya, namely on the themes of the questionnaire.

The field supervisors will travel with survey teams and be responsible for day-to-day supervision and logistics, including contacting community leaders in enumeration areas, and arranging appointments with respondent households. The field supervisor will also perform quality controls on the information collected by his/her team, including randomly attending some interviews, randomly re-interviewing households on specific modules or overall questionnaires, and randomly reviewing questionnaires. The field supervisor will further be responsible for organizing and tracking the daily supply of completed questionnaires to the data entry operators. Field supervisors should have at least 2-3 years of experience in conducting or managing surveys.

The firm will be responsible for the preparation, organization and implementation of enumerator training activities. The firm will conduct 1-2 weeks of training for the household interviews. The firm will prepare detailed training manuals for the survey field teams in English.

Data entry clerks will enter the data at a facility provided by the consultant in a timely fashion to allow for field checking of unclear or incomplete responses. Data entry supervisors will also be responsible for developing the data entry software, and for monitoring and overseeing the daily data logging of field activities. Data entry clerks will enter the household questionnaires.

Equipment and Logistics

- Securing of office and computer equipment for survey management and data entry
- Arranging for transportation and equipment related to household survey interviews
- Ensuring proper maintenance and functionality of all vehicles and equipment

The firm will prepare all field supplies required for field staff. The firm will also make appropriate transportation arrangements to conduct field work. The firm can use its own vehicles or hire a car service – this is left to the firm's discretion.

Administrative Approvals

MBMA will secure administrative approval for the survey from the necessary authorities and will also ensure close support to the survey work by the district authorities.

Sample

- Sample design in collaboration with MBMA
- Approvals, precise locations and identifying details obtained in order to locate and survey the specific households drawn from the sample frame in the targeted enumeration areas
- Calculation of sampling weights following data collection, if necessary
- Brief note on the survey sampling methodology and roll-out

Sampling and roll-out note

Upon completion of the survey, the firm will produce a short note (of 3 to 5 pages in length) describing the survey sampling and roll-out.

Data Collection

- Conduct household interviews

This sample size will include both beneficiaries, as well as comparable non-beneficiaries (most likely future beneficiaries).

Data collection of households will be done by interviewer teams according to a specified schedule. Identification of the locations of survey households and their plots (along with necessary approvals for this information) will be the responsibility of the firm. In addition, the firm is responsible for correct identification of households to allow for the construction of panel data.

The firm will ensure that data collection is performed without significant delay. To the extent possible, the data collection schedule will take into consideration the regional agricultural calendars of Meghalaya to avoid household re-visits and/or missing household observations.

Data Entry

- Development and implementation of a double-entry data entry system
- Supervision and verification of data entry process

The firm will be responsible for the computer program to be used for data entry. Specific responsibilities include providing field teams and data entry clerks with necessary computer equipment and ensuring that equipment remains in working order throughout the duration of the survey and data entry process, developing the system for data entry, and constructing data labels.

All questionnaires will be double entered and verified for accuracy. The data entry will be done by data entry clerks in a location provided by the consultant and then checked for inconsistent or illogical answers by the supervisor. All issues should be rectified in the field before the teams move on to the next commune and/or district. Following the first data entry (i.e. by a given data entry clerk), the data should be re-entered by a different person and checked against the original entry for accuracy. Discrepancies should be rectified by the data entry supervisors.

The final data sets must be compiled and consistency checks performed to the approval of MBMA. Data must be submitted in MS Excel or SPSS or database formats.

Data Analysis and reporting

- Development of structure for the final report of the studies in collaboration with MBMA
Data analysis using SPSS or equivalent software
- Presentation of main conclusions in final draft reports as per structure agreed
- Include changes/extra analysis following comments on draft report

The firm will be responsible for submitting a final report structure based on the objectives of the project, the key impact indicators and the data collected through the baseline survey. This structure will be agreed by MBMA and then used for the final report writing.

Following data entry, the firm will analyze the collected data (including descriptive statistics of key impact variables and other as per structure agreed with MBMA). The firm will submit a draft report, which should also include the summary of the survey methodology and the survey instruments as annex. The draft report will be reviewed by MBMA and the firm should then incorporate changes and conduct extra analysis if required before submitting a final draft.

3.7 Non-Participation

The implementing contractor must maximize efforts to reduce non-participation rates. Household surveys should be conducted during a single visit to the household. In exceptional cases (if respondents do not have time or are not at home or coding errors need to be verified) it may be necessary to return to the household on more than one occasion, but this should not be the norm.

4. Deliverables

The implementing contractor:

- a. Will assemble sample frames and draw samples consistent with the strategy outlined above for each country. Sample frames and the samples derived from them must be approved by the PMU task manager.
- b. Will prepare and translate the Implementation Manual and the Questionnaire Manual from English into local language and provide a copy of each.
- c. Will develop seek approval for the final questionnaire from the MBMA PMU task manager prior to launching the survey.
- d. Will provide both English and local language versions of the questionnaire with the variable names used for data entry entered into the questionnaire next to the questions prior to launching the main survey.
- e. Will train its enumerators using appropriate portions of the Implementation Manual and the Questionnaire Manual.
- f. Will pilot the survey on 5-10 households in each region prior to survey launch.
- g. Will confirm with the MBMA PMU task manager any necessary/suggested changes on the questionnaire.
- h. Will complete the survey face-to-face interviews using the sample approved by the MBMA PMU task manager.
- i. Will enter the data into an electronic database using a method that automatically restricts out of range variables to ensure the accuracy of the entered data.
- j. Will provide the data to the MBMA PMU for quality control checks.
- k. Will clean the data if needed after data entry.
- l. Will provide a clean labeled database of completed households in the STATA /ASCII electronic database format. The database will contain all variables included in the questionnaire, following the codes agreed. It will also include weights, projection factors and any other data necessary to conduct quantified tabulation.
- m. Will provide a monthly report of response rates differentiating between refusals and problems with the sample frame.
- n. Will provide 2 files to MBMA. The first one will contain all the details of the elements in the sampling frame; the file will contain the names and addresses of all households and the classification data that was provided with the frame. Each of the interviewed households will

be given a unique alpha code. The second file will contain a matching of each questionnaire numeric code with its associated alpha code.

- o. Consulting as appropriate during the Baseline Survey with key project stakeholders to enable a thorough understanding and interpretation of the baseline data.
- p. Prepare a final report incorporating a detailed description of the survey methodology, statistical analysis and interpretation of the baseline data. The report will cover observations/experiences arising from the survey and the methodology employed.
- q. Will send all the related materials involved in this survey to the MBMA including the paper copies of the completed surveys, eliminating the individual households' identity information.

5. Confidentiality and Data Ownership

The implementing contractor will protect the confidentiality of households and individuals participating in the survey at all stages. All data is confidential and the property of the MBMA. Its sole purpose is for research, monitoring and evaluation, and is not for commercial use. No data or other information from this survey will be released to third parties without the written approval of the MBMA. The implementing contractor will turn over all data, questionnaire and other material to the MBMA and will not retain any information or material after the survey data collection has ended. The names of participating households will not be released to any other party for any reason.

6. Tentative Time Schedule

The consultant firm is expected to provide a detailed time schedule of various activities to be undertaken during the consultancy. Duration of the study will be maximum 4 months.

Reports will be as follows

- Baseline Survey Inception Report outlining the agreed scope, methodology, analytical framework and presentation of findings within the agreed delivery schedule to be delivered no more than 1 month after the start of the contract)
- Baseline Survey Monthly report
- Baseline Survey Final Report and database of baseline survey indicators that can be used for future monitoring and evaluation of the project (to be delivered at the end of the contract)

7. Payment schedule

MBMA proposes the following terms of payment for this assignment. This may be finalized at the time of signing the agreement.

- 40% on receipt of Inception Report from agency
- Balance 60% after presentation workshop and receiving the final report

Taxes. The Firm and all Personnel shall pay all taxes, duties, fees, and other impositions that may be levied in conjunction with the performance of the Services, the amount of which is deemed to have been included in the Contract Price.

PART 3 – CONTRACT FORM

Section VIII. Contract for Consulting Services

[The Employer shall attach the Model Contract for Consulting Services and as far as possible define the Payment Conditions contained therein.]

Between the Employer and successful Consultant, a Contract will be signed as per the attached Model Contract for Consulting Services.