

**Minutes of Pre Proposal Conference for Hiring of a Consultant Firm for Training Needs Assessment (TNA); Development of Training Strategy, Action Plan, Modules and Materials to support the implementation of Meghalaya Community Led Landscapes Management Project under MBMA**

**Place:** Shillong

**Date:** 10<sup>th</sup> October, 2018

**Participants from MBMA and other agencies:** As per attendance – Annexure I

The various queries raised by the agencies during the pre-proposal conference held on **10<sup>th</sup> October, 2018**, and clarifications with regard to RFP for hiring of a Consultant Firm for Training Needs Assessment (TNA); Development of Training Strategy, Action Plan, Modules and Materials to support the implementation of Meghalaya Community Led Landscapes Management Project under MBMA are as follows:

Sl. No.	RFP Clause	Page No.	Queries	MBMA Response
1	Section 2. Instructions To Consultants E. Data Sheet Point 2.4	29	It is requested that the client provide the reports prepared so for this engagement for reference purpose	The Project will provide all the relevant documents, i.e., Project Implementation Plan, The Community Operations Manual, list of villages etc.
2	Section -2- Instruction to Consultants Point 16.1	32	Clarification is required regarding payment of all costs related to organizing the workshops /seminars, etc. for different stakeholders	MBMA will bear all costs relating to organizing the workshops, seminars etc, however, cost of travel, boarding , lodging of the agency's personnel will need to be taken care by the selected agency.
3	Section -2- Instruction to Consultants Point 16.1	32	It is requested that the client provide an estimate of the travel required to the villages/blocks for understanding various assessments. Will these be done centrally/district/block level or at the village level	Agency will be required to select 100 villages at random from the list of villages shared by MBMA.

4	Section -2- Instruction To Consultants Point 16.1	32	Client is requested to clarify if the team on the engagement is required to be based out of the client's office during the tenure of the engagement or a separate office has to be set-up by the selected bidder	Office space within the premises of MBMA will be provided to a maximum of 2 staffs. For additional space/office, the cost for the same can be included in the Financial Proposal
5	Section-3 Technical Proposal- Standard Forms	37	Kindly clarify if the details of the Non-Key experts (10) and Support Staff(2) are required to be a part of Tech-5 and Tech-6	No CVs to be included
6	Section-7 Terms of Reference Point no. 7	65	Kindly clarify whether the consultant firm is required to develop software platforms for implementation, monitoring and evaluation purposes	No
7	Section-7 Terms of Reference Point no. 7	65	Does the assessment of each and every stakeholder as provided by the client will have to be undertaken or can the consultant undertake study with a sample from each of the stakeholder group.	Sample size of 25 – 30 % is sufficient.
8	Section 7- Terms of Reference IV-Team Composition And Qualification Requirements	69	The RFP states that 2 curriculum development specialists are required for 6 months duration. Clarification is desired regarding whether their engagement will be continuously for 6 months or in phases.	Based on the methodology and approach proposed by the agency, these may be placed either at a same time or at different durations between the overall assignment duration, however both will be required for six months each.
9	Section – 7 Terms of Reference iv – Team Composition and Qualification Requirement	69-70	It is suggested that the client consider diploma as well. Many programs such as MBA are diploma and may be considered in addition to the requirement already mentioned in the RFP	Post Graduate Diplomas from reputed institutes like IIMs, XIMB, XISS or similar will be accepted in lieu of degrees.
10	Section – 7 Terms of Reference	70	It is requested to clarify the subject/thematic area here	

11	Section – 7 Terms of Reference	70	Man-months required for these resources have not been defined in the RFP.	If referring to the Key Person Months, please refer to Clause 14.1.2. for Non-key experts, firms have been given the flexibility to propose based on the methodology and approach.
11	Section – 7 Terms of Reference	70	Man-months required for these resources have not been defined in the RFP.	As above
12	Section – 8 Conditions of Contract and Contract Forms 19. Termination b. by the consultant	91	It is suggested that the client add a clause as 19.1.3 (e)  In addition, Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the Consultant reasonably determines that the Consultant can no longer provide the Services in accordance with applicable law or professional obligations.”	No Change
13	Section – 8 Conditions of Contract and Contract Forms 22.1 Confidentiality	94	It is requested that the client add a clause as 18.4 (page 21)  Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is subsequently received by the receiving party from a third party who, to the receiving party’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (b) was known to the receiving party at the time of disclosure or is thereafter created independently, (c) is disclosed as necessary to enforce the receiving party’s rights	No Change

			under this Agreement, or (d) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."	
14	Section – 8 Conditions of Contract and Contract Forms 25. Accounting, Inspection and Auditing	95	It is requested that the client add the following to point 25.2  The audit conducted shall be restricted to the physical files of this Agreement only and shall be subject to Client agreeing to maintain confidentiality of these documents. If any third parties are employed by the Client to conduct audit, Client shall ensure that such third parties are not be a competitor of the Consultant and shall agree to confidential obligations with the Consultant. Further the right to audit shall be available to the Client during the period of this Agreement alone."	No Change
15	Section – 8 Conditions of Contract and Contract Forms 27. Proprietary Rights of the client in reports and	95	It is suggested that the client add the following to point 27.1  "Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to	No Change

			grant the Client an irrevocable, nontransferable, non-exclusive, paid up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement.	
16	Section- 8 Conditions of Contract and Contract Forms , point 23.1	105	Request the client to the capping on the limitation of liability clause. It is suggested that the same be capped to the contract value and not exceed it.	It will be capped to the contract value.
17	Sub-section B. Preparation of Proposals ITC Reference Clause 10.1	30	We are a Limited Liability Partnership (LLP) firm having a Board Resolution, which authorizes the signatory for signing of proposals, etc. We request you to kindly accept the Board Resolution as the authorization for signing the proposal.	Accepted.
18	Sub-section C. Submission, Opening and Evaluation ITC Reference Clause 17.7 & 17.9	33	Considering the technical and financial details and supporting documents required to be included in the proposal, it is requested that the last date of RFP submission may kindly be extended by additional 2 weeks i.e. till November 5, 2018	To be decided
19	Form Tech-2 (for FTP only) Consultant's Organization and Experience	41	It is requested that the on-going similar assignments should also be allowed as relevant experience of the consultant or that of subconsultant. Also, it is requested that the relevant assignments implemented by the consultant or the sub-consultant in last 8years may be considered as the firm's experience.	No Change
20		42	The tabulated format provided in continuation on page 42 indicates that the following specific information is required to be provided about the relevant assignments: <input type="checkbox"/> <input type="checkbox"/> Duration of assignment <input type="checkbox"/> <input type="checkbox"/> Assignment Name and Brief description of main deliverables/ outputs <input type="checkbox"/> <input type="checkbox"/> Name of client & country of assignment Approx. value of contract (in INR)/ Amount paid to the	Yes.

			<p>firm</p> <p><input type="checkbox"/> <input type="checkbox"/> Role in the assignment</p> <p>Whereas the description about Form TECH-2 provided in para 1 (page 41) states that for each assignment, the outline should indicate</p> <p><input type="checkbox"/> <input type="checkbox"/> Names of the Consultant's Key Experts and Subconsultants</p> <p><input type="checkbox"/> <input type="checkbox"/> Duration of assignment,</p> <p><input type="checkbox"/> <input type="checkbox"/> Contract amount,</p> <p><input type="checkbox"/> <input type="checkbox"/> Consultant's role/ involvement</p> <p>Please clarify, whether the information about the relevant assignments is required to be provided as per the description indicated in the Para 1 of Form TECH-2 or the tabulated format</p>	
21	Scope of work	60	<p>It is understood from the scope of services that consultant would be required to interact with a range of stakeholders including the officers of concerned Line Departments, project functionaries/ primary service providers/nongovernment organizations/ the rural communities etc. at the state, district, sub-divisions and block levels. Please indicate if the firm is expected to undertake a detailed baseline survey for the purpose, the expected minimum sample size for the survey and area coverage for the TNA study.</p> <p>It is requested that the work experience criteria may be relaxed to minimum 5 years.</p> <p>It is requested that the work experience criteria may be relaxed to minimum 5 years.</p> <p>It is requested that the work experience criteria</p>	<p>The firm is not required to undertake any baseline for the stakeholders.</p> <p>No relaxation accepted.</p>

			<p>may be relaxed to minimum 5 years.</p> <p>It is requested that the work experience criteria may be relaxed to minimum 3 years.</p>	
22	Sub-section IV. Team Composition and Qualification Requirements	70	<p>Reference to the Definitions of ‘non-key experts’ stated under ITC Section A (p) provided on Page 8 and the Note regarding team composition and qualification requirements provided on Page 70, it is stated that during the selection process only the CVs of the key staff will be evaluated for the purpose. Thus, it is understood that the detailed CV of non-key experts and the support staff proposed to be positioned under the project is not required to be provided as part of the technical proposal. Also, the remuneration rates for the non-key staff to be provided in the Financial form (FIN Form 3) may be put as an indicative rate that is typically charged by the consultants in similar contracts. We request you to confirm the same.</p>	<p>CVs of Non-Key experts are not required for evaluation purposes, however your proposal must mention roles and responsibilities allocated to non-key experts so that work plan is understood appropriately.</p> <p>Further you will also be required to provide financial cost of the non-key experts proposed, since it is a lump sum contracts, all costs will deemed to be inclusive of remunerations and reimbursable. We are not looking at indicative costs, these costs will be the basis of your financial proposal.</p>
23	Section 7. Terms of Reference		<p>Can you please share the structure of MBMA SPMU, DPMU, BPMU, VNRMC.</p>	<p>Please refer to PIP as attached.</p>
24	Section 7. Terms of Reference II. Scope of Services Point 6	62	<p>We understand that the key stakeholders for capacity building will be MBMA SPMU, DPMU, BPMU and VNRMC. Please clarify if staff of Line Departments, any other project functionary, primary service providers/nongovernment organizations/the rural communities etc. at the state, district, sub-divisions and block levels will be under the purview of the capacity building exercise. If yes, please specify</p>	<p>Yes they will be included and the agency will have to be in touch with MBMA to obtain the list.</p>
25	Section 7. Terms of Reference II. Scope of Services	63	<p>We understand that the key stakeholders for capacity building will be MBMA SPMU, DPMU, BPMU and VNRMC. Please clarify if any other</p>	<p>This is unforeseen. It will depend upon the agency to ascertain.</p>

	Point A. 8(i)		stakeholder is to be included within the scope of the study. If yes, please specify.	
26	Section 7. Terms of Reference II. Scope of Services Point B. 9	65	<p>Please clarify the number of institutions for which institutional assessment will to be conducted under this assignment. If there is any other institute identified other than the three mentioned, kindly specify.</p> <p>Please specify the number of NGOs, CBOs and other resource organisations to be covered under this assessment? What is their envisaged role for training facilitation?</p> <p>We propose training to be institutionalized to maintain the quality of the training delivery and related infrastructure. Please clarify.</p>	We are not looking at NGOs and CBOs but we are likely to engage the State Institute of Rural Development (SIRD), Conservation Training Institute (CTI) and Forest Training School (FTS)Tura to assist in the Training and Capacity Building programmes
27	Section 7. Terms of Reference II. Scope of Services Point C. 10 (ii)	64	<p>We understand that the role of the Consultant will be limited to develop the content and form of the training material (print, e-learning and multimedia).</p> <p>Publication in forms of print, e-learning and multimedia will be done by MBMA and associated costs will be borne by MBMA.</p>	Consultant is required to provide ready to print files and of-course few hard copies against submission of reports. No other costs of printing required.
28	Section 7. Terms of Reference II. Scope of Services Point D. 11 Training of Trainers	65	<p>Please provide the tentative number of ToT sessions to be conducted.</p> <p>We understand the ToT sessions will be conducted centrally at Shillong. Please clarify.</p>	We are looking at a maximum of 25 trainers to be trained/oriented by the agency. This will be at the state HQ or a venue decided by the SPMU.
29	Section 7. Terms of Reference II. Scope of Work Point D.13	65	<p>Please clarify the nature and duration of support required.</p> <p>If it is beyond the project period, we request you to revisit the effort estimate</p>	We don't want support throughout the project period. We just want support in modifying the modules, wherever applicable, after the MT programme.

30	Section 7. Terms of Reference II. Scope of Services Phase I	63	The time provided for development of modules and material is just 1 (one) month post needs assessment may not be sufficient. We request extension of timelines for developing content for training modules/material to at least 2 months. This may please be considered. Further time may be considered for translating the content of the material into appropriate instruction medium by MBMA/ third party agency.	Please read the ToR. It is not 1 month but 5 months after the date of award of contract.
31	Section 7. Terms of Reference III. Deliverables & Timelines Point 15 No. 3	68	Request to revise as ‘Submission of Training and Capacity Building Strategy and Action Plan’	No Change
32	Section 7. Terms of Reference III. Deliverables & Timelines Point 15 No. 4	68	Request to revise as ‘Submission of content of Training Modules/materials and a training calendar (concurrent with activity 3 above)’	No Change
33	Section 7. Terms of Reference IV. Team Composition and Qualification Requirements Non-Key Experts	70	We understand that the CVs of the non-key experts is not required for submission in the proposal. Kindly clarify.	Yes, Not required
34	ITC C. Submission, Opening and Evaluation Clause 17.2 Power of Attorney	18	We propose to provide our “Board of resolution” in place of Power of Attorney for authorization to sign the proposal document to authorized representative. Kindly accept.	Accepted.
35	Section 8. Conditions of Contract and Contract Forms (Lump Sum) III. Special Conditions of Contract Clause 23.1 Liability of the Consultant	105	We propose the following modification:  “Consultant’s overall liability would be capped at an amount not exceeding one time the fees paid to consultant under this engagement without any exceptions and exclusions. In no event should xxx be liable or responsible for any consequential,	No Change

			incidental, indirect, punitive, exemplary or special damages of any nature whatsoever. The relationship of the consultant under this Agreement is solely with Client, and accordingly, no person who is not an executing party to this Agreement, shall have any rights to enforce this Agreement (whether in contract, tort or otherwise).	
36	Section 8. Conditions of Contract and Contract Forms (Lump Sum) Termination Clause 19.1.1 General Conditions of Contract	90	An objective and consultative process should precede before the Client chooses to exercise its termination rights under this clause. To ensure that the clause is not interpreted in a subjective manner, a mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner. Upon termination, the Consultant should be paid for the services performed till the date of termination.	The clause will remain unchanged, however any decision for discontinuation will have be based on mutual discussions among the parties.
37	Section 8. Conditions of Contract and Contract Forms (Lump Sum) Clause 17.2 General Conditions of Contract	18	We propose to provide our “Board of resolution” in place of Power of Attorney for authorization to sign the proposal document to authorized representative. Kindly clarify.	Same is accepted.
38	Section 8. Conditions of Contract and Contract Forms (Lump Sum) II. General conditions of the Contract and III. Special Conditions of Contract and Clause 27	106	We request the following modification: Project related deliverables prepared by the Consultant for, and submitted to Client under this engagement shall belong to and remain the property of Client excluding the pre-existing intellectual property rights/ proprietary materials of the Consultant incorporated in the deliverables which shall continue to belong to the Consultant. Also, the Consultant shall continue to retain ownership over its draft deliverables/internal working papers. Moreover, any third party licenses, necessary for the performance of the services, would need to be procured by the Client.	No Change.

39	Section 8. Conditions of Contract and Contract Forms (Lump Sum) II. General conditions of the Contract Clause 25 Accounting, Inspection and Auditing	95	<p>We would like to clarify if such inspection would be to the extent that it is</p> <p>(i) restricted to providing access to xxx fees/ invoicing related records relating to the services under this project;</p> <p>(ii) is carried out within 6 months of the expiry or termination of the agreement.</p> <p>Also we request that the Consultant should not be expected to provide any information which may cause it to breach confidentiality vis-à-vis other parties. If an audit is contemplated to be conducted by an external/third party auditor, such third party needs to sign an NDA with the Consultant.</p>	No Change
40	Section 8. Conditions of Contract and Contract Forms (Lump Sum) Mode of Billing and payment Clause 41.2.2 General Conditions of Contract		We propose that “The Client shall pay the Consultant’s invoices within thirty (30) days after the receipt by the Client of such itemized invoices with supporting documents.	No Change
41	Section 8. Conditions of Contract and Contract Forms (Lump Sum) Mode of Billing and payment Clause 41.2.2 General Conditions of Contract		We propose that “The Client shall pay the Consultant’s invoices within thirty (30) days after the receipt by the Client of such itemized invoices with supporting documents	No Change
42	ITC E. Data Sheet Clause 17.7	33	Considering the large scope of the requirements, we request that a minimum of 2 weeks extension shall be provided to submit a compelling proposal.	

43	ITC E. Data Sheet Point 12.1 Validity of Proposal		We understand that the date will be February 21, 2019.	Yes, Amendment will be issued accordingly.
44	Section 7- Background, Project Description & Assignment Objectives-	61	<ol style="list-style-type: none"> <li>1. Is there any specific ICT based module design that the client has in mind?</li> <li>2. Does the use of ICT refer to online learning portals, Google drives/other drives for storing relevant materials, presentations etc.?</li> <li>3. Are there any other types of online materials being referred to? Please specify.</li> </ol>	Generic ICT modules that will explain CLLMP concept and approach and principles are to be developed. This will be uploaded in the website for public interest.
45	Section 7- Scope of Services-	63	It has been mentioned that the assessment will focus on a representative section of stakeholders to determine the numbers and categories of stakeholders that need to be trained or re-trained. For developing the proposal it would be important to have a comprehensive list and total numbers of major stakeholders from among which a sample would be selected for the TNA. Request for this to be shared.	Training will be done for staff, associate individuals/institutions and the community. MBMA will arrange meeting with all staff under the project and will provide a list of associated individuals/institutions. For the community a sample size of 25 to 30 % can be drawn from the 100 villages that are being selected for intervention during the 1 <sup>st</sup> year.
46	Section II – Scope of Services	64	<p>It has been mentioned that capacity assessment of NGOs, CBOs and resource organizations has to be undertaken. Considering that these would be large in number, please provide an estimate of the number of NGOs, CBOs and resource organizations that need to be reviewed.</p> <p>Please indicate the number of modules that are expected to be developed for each stakeholder group (MBMA/SPMU, DPMU, BPMU, VNRMC Executive Committee and Village NRM service providers)</p>	<p>List of all those associated with the Project will be provided. The resource organizations are mainly the SIRD, CTI, FTS and MINR. List of NGOs and CBOs, if any, will be provided.</p> <p>Number of modules to be developed should be based on the TNA.</p> <p>Materials are to be provided in ready to print formats only. All printing will be done by MBMA.</p>

			<p>Please clarify whether the development of materials would include printing of hard copies.</p> <p>If so please provide an estimate of hard copies that would need to be supplied along with any printing specifications that may be there (colour/black and white/resolution etc.).</p> <p>It has been mentioned that the modules would be developed in English. Please clarify whether there would be a need for translation into the local language in case of any of the stakeholder groups? If so, please indicate for which group/module such translation is needed.</p>	<p>Modules and material are to be developed in English only. No translation will be required.</p>
47	Section 7- Scope of Services-	65	<p>Would the project/Government identify and provide the list of Master Trainers who are to be included in the ToT? Please share the indicative number of Master Trainers in each of the groups who would need to be trained.</p> <p>Can the consultant expect the Government/project to provide necessary and timely approvals for the staff to participate in training programmes?</p>	<p>20 to 25 State level Master Trainers will be identified by MBMA. These will be from among staff, MINR staff, SIRD faculty etc. List will be provided to the firm. The firm is required to train only these Master Trainers. Rest will be taken care of by MBMA/SPMU. MBMA will ensure participation of staff to participate in trainings. All trainings will be organized by MBMA/SPMU.</p>
48	Section 7 – Scope of Services – D - 11	65	<p>Can a centralized training methodology be proposed wherein all trainings would be conducted in Shillong? Or is there a need to conduct these across different locations?</p> <p>If so please specify the locations wherein the training programmes are to be conducted.</p>	<p>All training programmes will be organized and venue will be decided by MBMA. Training of Master Trainers will be organized in Shillong.</p>

49	Section II- Scope of Services-	65	<p>Would the Government/project allow the consultant to use of Government facilities/infrastructure for conducting trainings?</p> <p>Can the consultant assume that all costs related to travel of personnel for training, lodging and boarding (TA/DA), other miscellaneous costs etc. would be borne by the Government?</p>	<p>Trainings will be conducted by MBMA. Consultant will only conduct a ToT for Master trainers which will be in Shillong.</p>
50	Section 7- Scope of Services	65	<p>Please clarify whether there would be a need for translation of Training Manuals into the local language in case of any of the stakeholder groups?</p> <p>If so, please indicate for which group/module such translation would be needed.</p>	<p>MBMA will take care of the translation.</p>
51	Section 7 – IV. Team Composition and Qualification Requirements	68	<p>Do CVs for Non Key and Support Staff positions have to be provided as part of the technical proposal?</p>	<p>No.</p>
52	Section 7 – IV. Team Composition and Qualification Requirements	68	<p>Can a list of required subject matter experts along with estimated days of deployment be provided?</p> <p>Do CVs of subject matter experts have to be provided at this stage?</p>	<p>You may provide a list of various subject matter experts in your proposal, however their CVs are not required.</p>

53			The 400 villages that are proposed to be covered in the project implementation are these spread across the entire district or few. In case only certain districts have been chosen, what is the rationale for that?	400 villages will be across the State.
54			What is the Institutional structure of MBMA?	Please refer to PIP.
55		67	There is a mention of training the master trainers (MT). Who are the MTs going to be? Have they been identified? Are they likely to be from within the MBMA or to be identified and appointed from outside? In which case who will identify them?	20 to 25 State level Master Trainers will be identified by MBMA. These will be from among staff, MINR staff, SIRD faculty etc. List will be provided to the firm.
56			Please confirm the total number of Modules and manuals to be prepared and number of Master trainers to be trained	Number of Modules to be prepared will be based on the TNA.
57			We understand the TNA Report, Plans, Modules and Manuals are to be prepared in English only?	Yes.

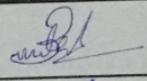
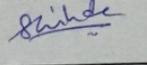
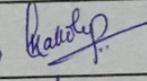
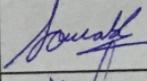
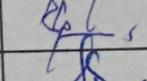
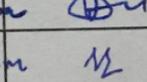
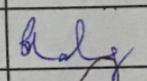
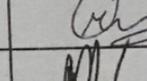
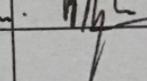
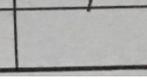
## Pre-Bid Conference Meeting on TNA Matter under CLLMP

VENUE: MBMA office

DATE: 8.10.18

TIME :- 11:00 AM

## ATTENDANCE SHEET

Sl.No	NAMES	DESIGNATION	ORGANIZATION	PHONE NO	EMAIL ID	SIGNATURE
1	Milam Borah	TL & SMS	IGS	9435382766	milamborah15@gmail.com	
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6	BINU	Procurement	MBMA	9810244008	binumambay@gmail.com	
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11						
12						