

**OFFICE OF THE CHIEF EXECUTIVE OFFICER
MEGHALAYA WATER RESOURCES DEVELOPMENT AGENCY (MEWDA)**

No. MeWDA/MR/17/2013-14

Dated. Shillong the 28th February 2014

Invitation for Expression of Interest (EOI)

The Meghalaya Water Resources Development Agency invites Expression of Interest (EOI) from Technical Organizations/Agencies/Firms for “Identification of feasible sites for Multipurpose Reservoirs (MRs) in the state of Meghalaya and preparation of an inventory for such sites”.

Multipurpose Reservoirs (MRs) are reservoirs that store and harvest runoff for meeting the different water requirements. The Multi-purpose Reservoirs (MRs) will have components which will form a combination for facilitating two or more of the different water uses such as domestic water, irrigation, micro-hydel, fishery, tourism, etc. .

Details Terms and Conditions, scope of work, etc, may be obtained from the Office of the undersigned during working hours from **3rd March 2014** to **25th March 2014** on payment of Rs.100/- (Rupees One Hundred) only (non-refundable) per set or the same may be downloaded from the website of the Water Resources Department (www.megwaterresources.gov.in) and the same submitted to the Agency along with the EOI enclosing Indian Postal Order (IPO) of Rs. 100/- (Rupees One Hundred) only (non-refundable) per set. The last date for submission of the EOI is on **26th March 2014** upto 3 pm and to be opened on the same date and time in the presence of the consultant or their authorized representatives who would like to present. The EOI is to be addressed to the Chief Executive Officer (CEO), Meghalaya Water Resources Development Agency, Cleve Colony, Shillong – 793003, Meghalaya. The EOI can be submitted to the Agency in person or through registered post addressed to the Chief Executive Officer (CEO), Meghalaya Water Resources Development Agency.

Sd/-
Chief Executive Officer (CEO)
MeWDA
Meghalaya, Shillong

Memo. No. MeWDA/ MR/17/2013-14/43-A

Dated: Shillong, 28th February, 2014

Copy to:-

1. The Principal Secretary, Water Resources, Meghalaya, Shillong for favour of kind information.
2. The Director of Information & Public Relations, Meghalaya Shillong for favour of publication in 1(one) issue of daily newspaper.
3. The Director of Printing and Stationary, Meghalaya, Shillong for favour of publication in the Meghalaya Gazette.
4. The Senior Technical Director and State Information Officer, Shillong for favour of updating in the Meghalaya Water Resources Department website.
5. All Deputy Commissioners – cum – Chairman (DWRC) for information and necessary action.
6. All Executive Engineers (WR) – cum – Member Secretary (DWRC) for information and necessary action.
7. Office Copy.

Chief Executive Officer (CEO)
MeWDA

SECTION-I
1. INVITATION OF BIDS

1.1. In view of the need to have an inventory of feasible projects sites for implementation of the Multi-purpose Reservoirs (MRs) programme, the Chief Executive Officer (CEO), Meghalaya Water Resources Development Agency (MeWDA) invites for bids referred to in the Terms of Reference (TOR) from the respective consultants through their expression of Interest (E.O.I).

1.1.1 Detailed Terms and Conditions :-

The consultants must thoroughly acquaint themselves with all clauses of the terms and conditions laid down here under:-

- (a) Rate should be quoted clearly in figures and in words and should be inclusive of all taxes and charges including VAT etc wherever applicable.
- (b) To sign all pages of the document and clearly write the name of the work to be carried out by them.
- (c) The accepted bid and rates therein shall not be subjected to alteration or revision and shall remain valid till final submission of the report.
- (d) The firms themselves shall be directly and solely responsible to the Department and not the person(s) empowered by the court with the power of attorney for all purposes and intent, except when cited otherwise.
- (e) No sub contract to other firms/ organization/ govt. undertaking will be allowed.
- (f) If everything being equal, the Dept. will give preference to the consultant having experience in similar works.
- (g) For settlement of any dispute and matter whatsoever decision of the accepting authority will be final and binding on the consultant and subject to Shillong jurisdiction only.
- (h) The Department is not liable to accept the lowest quoted rate in the financial bid but weightage on acceptance of bids would also be considered from the Technical Bids received to be evaluated by a Technical Staff Committee to be constituted.
- (i) Any proposal in which any of the prescribed terms and conditions indicated herein are not fulfilled or are incomplete in any respect are liable to be rejected.
- (j) The Dept. shall not be responsible for supplying any data, or any back up information. The Dept is not liable to any support whatsoever whether it is in the form of logistics or human resources or any sort of support.
- (k) The successful bidder shall be fully responsible for any delay in completion of the final report beyond the prescribed limit of and final payment may be held back until submission of the final report.

- (l) All expenditure including transport and haulage at any place shall be the full responsibility of the consultant.
- (m) The bid from the consultants shall be accompanied by attested copy of the Income Tax Return for the previous financial year or a photocopy of PAN Card in respect of firms working in India and relevant details for foreign firms whose collaboration is sought. For foreign based consultant, a suitable certified similar document from their country or origin or a certified statement from their auditor that Income Tax / Corporation Tax has been paid will be accepted.
- (n) Supporting Documents:
The supporting documents and information to be submitted are: -
 - (a) Profile of the bidder organization with background and management structures including document supporting separate legal status of the same.
 - (b) Comprehensive plan for fulfilling the set objectives
 - (c) Details of the infrastructure available for carrying out the assignment.
 - (d) Past experience of the same or similar nature of work and work in hand, if any, with brief information on the same.
 - (e) Experience of key personnel, qualification, and relevant experience.
 - (f) Experience of working in the North Eastern Region, if any:

1.2. TERMS OF REFERENCE :-

1.2.1. Objective :-

The Meghalaya Water Resources Development Agency (MeWDA) is seeking help from a team of technical professionals to identify, locate and prepare an inventory of feasible projects sites for setting up Multipurpose Reservoirs (MRs). This exercise will form the basis on which future Multipurpose Reservoirs will be planned and taken up.

1.2.2. The Scope of work

- (i) The main scope of the work is to develop and prepare an inventory which identifies and locates feasible sites throughout the state for the construction of Multipurpose Reservoirs (MRs). Total coverage of all the districts in the state should be ensured.
- (ii) Develop a clearly defined site selection criterion giving credence to international practices as well as unique local conditions.
- (iii) The selection criterion should be based upon sound technical considerations and should also account for relevant social, economic and environmental considerations.
- (iv) To ensure that reliable and efficient state-of-the-art scientific methods are used for the study.
- (v) Comprehensive ground truthing exercises should supplement chosen scientific methods. All such exercises should be well documented and arranged in a mutually agreed format.

1.2.3. Key deliverables expected

- (i) An inventory of feasible sites for construction of Multipurpose Reservoirs (MRs), from which preparation of Detailed Project Reports (DPRs) for the same will be possible.
- (ii) Accurate GPS co-ordinates for each site should be furnished.
- (iii) Field Reports containing documentation of Ground Truthing exercises.
- (iv) A comprehensive plan on implementation of Multi-purpose Reservoirs (MRs) based on a selection of criteria like social impact, economic impact and level of water crisis.
- (v) A list of activities that are feasible to be taken up by each and every proposed MR site.
- (vi) A Knowledge Management framework should be followed to accommodate and organize all generated Knowledge.
- (vii) Soft copies of all prepared GIS files (shape files) should be furnished. Maps both soft and Hard copies of feasible locations.

1.2.4. Eligibility

- i. The Bidder should have the experience of working in the water sector in at least three states in the country, preferably on water management issues.
- ii. Preference will be given to the bidders having a prior experience of working in the state of Meghalaya given criticality of thoroughly understanding special circumstances prevailing in the state due to its unique constitutional position. Preference would be given to those who have worked in water management issues in the state.
- iii. Preference would be given to bidders who have worked with government and other reputed international organizations on areas concerning water management.

1.2.5. To apply

All bids should be sent to Meghalaya Water Resources Development Agency (MeWDA), Meghalaya in a closed envelop through speed post or courier only. No application will be received physically by hand. Submit the technical and financial bids in the separate envelops with the name of the Project. Only shortlisted organizations will be contacted and invited for presentation in this regard. MeWDA, Meghalaya reserves all the rights to reject any application if it does not match with their stated requirement. The deadline for receiving applications is **26th March 2014.**

1.2.6. Time Frame

The assignment is to be completed within 6(Six) Months. The contract may be renewed after 6(six) months depending on performance and need for similar works.

1.2.7. Payment Schedule

The Payment schedule shall be as follows:-

20% on submission of Inception Report

30% on providing list of Feasible sites.

40% on completing Final report along with ground truthing exercises.

10% on receiving Approval from Govt.

SECTION - II

2. INSTRUCTION TO BIDDERS

2.1. General

- 2.1.1. The bids are invited for the works referred to in the Terms of Reference (T.O.R) vide 1.2 from the Consultant firms.
- 2.1.2. The applicant, before bidding, shall carefully study the conditions and the details appended herein. In case the applicant have any doubts and requires clarification, he shall obtain from the client at the contact address given. The area of study may be inspected by the bidder or his representative at his own cost. Technical persons of the department will accompany the applicant, if necessary on prior requisition.

2.2. Bidding

- 2.2.1. The Bidders shall submit bids in a complete shape with all the particulars called for in the Bid documents. All the required details and all other relevant information shall be submitted to enable the Client to evaluate the suitability of the bids and to take a decision as per Terms of Reference incorporated in the schedules. The bidders may, if necessary, amplify and furnish additional information. If the information furnished is not complete, the bid is liable to be rejected.
- 2.2.2. The bidder, as far as possible shall follow the job mentioned in Terms of Reference. If the bidder wishes to depart from the provisions of this job, he shall list out such deviations separately with their financial implications and submit full particulars with reasons thereof.
- 2.2.3. Clarification, implications or any other correspondence from the bidder subsequent to opening of the bids will not be entertained. The bidder shall therefore ensure that their bids are submitted in a complete shape without any conditions.
- 2.2.4. The attention of the bidder is drawn to the Indian Secret Act 1923 (XIX of 1923) as amended upto date, particularly section 5 thereof for compliance with its provision.
- 2.2.5. **The Bid submitted by an individual shall not be considered.**

2.3. BID VALIDITY

- 2.3.1. The bid shall be valid for a period of 180 days from the last date of receipt of bids.

2.4. COST OF BIDDING

- 2.4.1. The bidder shall bear all cost associated with the preparation and submission of his bid and the client will in no case be responsible or liable for these cost regardless of the outcome of the bidding process.

2.5. BACKGROUND KNOWLEDGE OF THE PRESENT STATUS OF POLICIES, LOCAL CUSTOMS ETC OF THIS DATE

- 2.5.1. The bidder is advised to be acquainted with the different features of the State, its unique constitutional status, customs, traditions, etc and obtain for himself, on his own responsibility, all information that may be necessary for preparing the bid and entering into a contract. The cost for such exercise shall be at bidder's own expense.
- 2.5.2. The bidder and any of his authorized agents will be granted permission by the client or his representative to enter upon his premises and lands for the purpose of such inspection, but only upon such conditions that the bidder is liable to be responsible for himself of any personal injury (whether fatal or otherwise), loss or damage to property and any other loss, damage, cost and expenses whatsoever.

2.6. ELIGIBILITY OF FIRMS AND JOINT VENTURE OF FIRMS :-

- 2.6.1. The financial bids of only the shortlisted consultants will be considered for evaluation.
- 2.6.2. If the bid is made by a proprietary firm, it shall be signed by the proprietor above his fully typed/ written name, name of his firm with current address and registered office with the office stamps.
- 2.6.3. If the bid is made by a partnership firm, it shall be signed by all the partners of the firm above their fully typed / written names and current addresses or alternately by a partner holding a valid power of attorney for the firm from all the partners for signing the bid, in which case a certified copy of the power of attorney shall accompany the bid, including the certified copies of the partnership deed, current address of the firm and the full name and the current address of the partner in India and their registered office. It should also clearly state that which member of the partnership would be acting as a lead member on behalf of the partnership in all its relations and communication with the client.
- 2.6.4. If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding a valid power of attorney, which should accompany the bid. Such limited company or corporation may be required to furnish satisfactory evidence of its existence if job is to be awarded. They should also furnish the articles of memorandum and certificate of incorporation of the Company.
- 2.6.5. If the bid is made by a joint venture of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state which member of the joint venture will be acting as lead member on behalf of the joint venture. The sponsoring firm shall also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the general group of firms and for completion of the job. Powers of attorney from each member shall authorize the lead member to submit the tender and to negotiate the proposal on their behalf and complete the job in all respect.

- 2.6.6. It shall be noted that if any member of the group combines the function of a Consultant or designer with those of a contractor or manufacture, all relevant information must provide regarding such relationship, along with an undertaking to the effect that the member agree to limit their role to that of a Consultant and/or designer and disqualify themselves, their associates/affiliates and/or parent firm from work on any other capacity (including tendering related to any goods or services for any part of the project) on this project other than that of Consultant and/a designer.
- 2.6.7. If, in connection with the performance of the consulting services any group member intends to borrow, hire temporarily personnel from other firms, he must include in their proposal all relevant information about such personnel along with written approval from his parent firm. In such cases the bid will be acceptable only if those firms disqualify themselves from work on this Project (including tendering related to any goods or services for any other of the Project other than that of Consultant and/or designer).
- 2.6.8. Each bidder is required to declare and confirm in the tender document that no agency commission or any payment that may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount.
- 2.6.9. All witnesses and sureties shall be from persons of stature and probity and their full names, occupations and address shall be stated below their signatures.
- 2.6.10. The bid from the consultants shall be accompanied by an attested copy of the Income Tax Return for the previous financial year or a photocopy of PAN card in respect of firms working in India and relevant details of foreign firms whose collaborations is sought. For Foreign based consultants a suitable certified similar document from their country of origin or a certified statement from their auditor that Income Tax/Corporation tax has been paid will be accepted.

2.7. **DISQUALIFICATION OF THE FIRMS.**

- 2.7.1. Not more than one tender shall be submitted by the one consultant or one firm of consultants or joints venture. Under no circumstances will a father or son(s) or other close relative who have business dealing with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render tenders of both the parties liable for rejection.
- 2.7.2. Joining together of two or more Consultant's team who have applied separately for issue of tender documents, to submit a single tender will not be permitted.

2.8. **LOCATION OF SITE OFFICE AND LANGUAGE:-**

- 2.8.1. All reports and documents shall be prepared and submitted in English only.
- 2.8.2. All correspondences shall be in English only. Management staffs and advisors should be proficient in speaking and writing English.

2.8.3. The Consultant's core team shall be based anywhere in the Meghalaya. However, if any work is to be done outside Meghalaya, the bidder shall clearly indicate the parts of works he proposes to do outside.

2.9. **MODE OF PAYMENT**

2.9.1. Payment to the consultants will be made in Indian rupees through cross cheque (A/c payee only).

2.10. **CONTACT ADDRESS FOR FURTHER INFORMATION**

2.10.1. The following official may be contacted for any other information required in connection with the subject

- (a) Chief Executive Officer (CEO)
Meghalaya Water Resources Development Agency (MeWDA)
Cleve Colony
Meghalaya, Shillong
Tel No.0364-2211363(0)
94361-10892 (M)

Address of Bidder Consultant. The bidder shall furnish the postal address of their main and site offices.

2.11. **AMMENDMENT OF BIDDING DOCUMENTS:**

2.11.1. At any time prior to the dead line for submission of bids, the client may, for any reason, whether at his own initiation or in response to a clarification requested by a prospective bidder modify the bidding documents by the issue of an Addendum/ Amendment.

2.11.2. The addendum / Amendment will be sent in writing or by fax to all prospective bidders who have purchase the bid documents and will be binding upon them. Prospective bidders shall promptly acknowledge receipt thereof by fax to the client.

2.12. **MODIFICATION AND WITHDRAWAL OF BIDS**

2.12.1. The bidder may modify or withdraw his bid after submission of bid provided that the modification or notice of withdrawal is received in writing by the client prior to the last date and time specified for receipt of bids.

2.12.2. The bidder's modification or notice of withdrawal shall be kept in sealed cover duly marked on the envelope "MODIFICATION" or "WITHDRAWAL" as the case may be and be submitted before last date and time of receipt of bids.

- 2.12.3. No bid may be modified subsequent to the last date and time for submission of bid.
- 2.12.4. Withdrawal of a bid during the interval between the last date and time for submission of bid and the expiry of the period of bid validity specified under clause 2.3.1 will result in the forfeiture of the Tender Guarantee by the client.

2.13. **BID FORMAT AND SIGNING OF BIDS**

- 2.13.1. The bidder shall prepare one original copy of the documents comprising the bid, as described in Clause 2.18.
- 2.13.2. The bid document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the firm, or joint venture.
- 2.13.3. Proof of authorization shall be furnished in the form of a written power of attorney, which shall accompany the bid. The person / persons signing the bid shall initial all pages of the bid where entire or amendments have been made.
- 2.13.4. The complete bid shall be without alternations, interlineations or erasures except those by the bidders, in which case such corrections shall be initialled by the person or persons signing the bid. It shall be ensured by the bidders that the person signing the tenders document has been authorized through a valid power of attorney to sign the documents. A copy of 'Power of Attorney' to submit the tender document as drawn shall accompany the proposal.
- 2.13.5. Only one bid may be submitted by each bidder. No bidder can participate in the bid of another for the same contract in any capacity whatsoever.
- 2.13.6. The complete set of bidding documents issued for the purpose of the bidding, together with any addendum / amendment issued by the client and any modification issued and the documents furnished will form part of the agreement.

2.14. **TENDER GUARANTEE**

- 2.14.1. The bidder shall submit, along with their tender, a tender guarantee, in the form of Bank Guarantee from a Scheduled Commercial Bank based in India, for an amount of Rs. 10,000/- (Ten Thousand) only in favour of the Chief Executive Officer (CEO), Meghalaya, Shillong with a validity period of 180 days from the last date of submission of tender, with a provision that it could be suitable extended on the request of the client. In case the Bank guarantee is furnished by a Foreign Bank, it shall be confirmed by a Scheduled Commercial Bank based in India. The Bank Guarantee shall be as per the format given at Appendix B.
- 2.14.2. The original of this Tender Guarantee shall be submitted in separate sealed envelope inside the envelope containing the Technical Bid. This envelope shall be opened in the presence of the bidder to confirm the compliance of this requirement. Offer submitted without the Tender Guarantee or with invalid Bank Guarantee will be rejected outright.

2.14.3. The Tender guarantee of the successful bidder will be returned on receipt of a performance Guarantee and the signing of the contract as required therein. The Tender Guarantee of the unsuccessful bidders will however be returned after finalization of bids or on expiry of 180 days from the last date of receipt of bids whichever is earliest at the request of the bidder.

2.14.4. The Client reserves the right to invoke the Tender Guarantee and forfeit the amount if the successful bidder fails to respond to clarifications sought and sign the contract within the specified time frame or withdraws the offer within the period of 180 days from the date of receipts of bids. Submission of false statements also entails invocation of Tender Guarantee of the bidders, irrespective of his being successful or otherwise.

2.15. **PERFORMANCE GUARANTEE**

2.15.1. Immediately after the successful bidder receives the letter of Acceptance, but not later than the date the agreement is signed between the parties, the bidder shall submit a "Performance Guarantee" having value 10% of the contract price, in the form of a Bank Guarantee issued by Shillong Branch of Scheduled Commercial Bank based in India. The performance guarantee shall remain valid for a period of 24 (twenty four) months after the entire assignment and if need arises, it shall be extended suitable by the bidder on the request of client, whose decision shall be final and binding. The guarantee shall be as per the format given at Appendix 'C'.

2.15.2. The Tender Guarantee as submitted with the tender documents will however be returned back immediately on receipt of the performance guarantee from the successful bidder.

2.15.3. The client reserves the right to recover all the compensation or other sums of money payable by the Consultant to the Client under this contract or any other contract with the Client from the performance guarantee.

2.16. **TECHNICAL PROPOSAL**

2.16.1. Under this section particulars regarding the following shall be furnished. This bidding document duly signed and without quoting the price bid and without detaching any page and duly accepting all the terms and conditions and duly enclosing the requisite details and Tender Guarantee in original in a separate sealed envelope shall be submitted under this package.

2.16.2. Understanding and comprehension of the work involved. It shall clearly bring out the understanding of the objectives, identification of the key issues, an appreciation of the constraints and special requirements.

2.16.3. General approach and methodology proposed for carrying out the services covered in the Terms of Reference in a cost effective and efficient manner giving innovative ideas proposed to be applied including such detailed information as deemed relevant for the project together with the following.

- 2.16.4. A detailed overall work programme giving the time schedule of different activities of work and intermediate milestones to suit the stipulated time frame.
- 2.16.5. A task list of deliverables and delivery dates and the person responsible for performing the deliverables.
- 2.16.6. The manner the consultancy work is proposed to be performed at different locations i.e. at Shillong or other places in Meghalaya.
- 2.16.7. Any other relevant information, which the bidder desires to submit.
- 2.16.8. The company profile and financial position of the company shall be given by the bidder including the balance sheet for the year ending 2013.
- 2.16.9. The Annual Turn Over of the Company/Firm for the last 5 years shall be furnished.
- 2.16.10. The details of the similar assignments completed in the last five years would be given including the name of the client, the cost of the work done and performance certificates from the clients.
- 2.16.11. The Composition of the team of experts which the bidder proposes to provide at each stage for this assignment as per the terms of reference with clear description of the responsibilities of each key staff member within the overall work programme.
- 2.16.12. The name, background, qualification and professional experience of each key staff including team leader to be assigned to the work with particular reference to their experience on a similar nature of work. The majority of the key staff must have been regular members of the firm at least for the period of six months.
- 2.16.13. Curriculum vitae of the senior officer in Head Quarters office of the firm who will be responsible for the overall supervision of the team.
- 2.16.14. The name, background and curriculum vitae of any sub-contracted staff with their consent letter who will be employed on the project.
- 2.16.15. No information related to estimated cost or financial terms of your service should be included in the Technical Proposal.
- 2.16.16. It is essential that the Tender Guarantee in original in a separate scaled envelope be enclosed with this proposal. Bids without tender guarantee will not be considered bona fide and will be rejected outright.
- 2.16.17. The technical proposal shall also accompany all the details about the firm in pursuance of clause 1.1.1(q)

2.16.18. It shall be ensured by the bidders that the person signing the tender document has been authorized through a valid power of attorney to sign the document. A copy of Power of Attorney to submit the tender document as drawn shall accompany the proposal.

2.17. **FINANCIAL PROPOSAL**

2.17.1. This proposal clearly labelled Financial Proposal on the Envelope shall comprise of :-

(a) Tender Guarantee

(b) Copy of Power of Attorney to submit Tender.

(c) Financial Proposal as per Annexure to Appendix 'A'

(d) Copy of Income Tax return of previous financial year or photocopy of PAN card.

2.17.2. The lump sum prices quoted by the firm shall include all the costs associated with the contract. These will cover remuneration for experts and staff, transportation, equipment, printing of document, site visits etc.

2.17.3. The bidder shall quote lump sum price for the entire service along with their break-up details as sought for each activity listed at Annexure to Appendix 'A'.

2.17.4. The lump sum price shall be inclusive of all tax liabilities including the cost of insurance except the consultancy service tax payable in India, as per the applicable law. The consultancy service tax as paid in India shall be reimbursed as per actual by the client on production of documentary proof thereof which are specifically relevant to this assignment.

2.17.5. The lump sum price shall be quoted in Indian Rupees only.

2.17.6. All payment shall be subjected to deduction of Income Tax at source in accordance with the Indian Income Tax Act as applicable.

2.18. **SEALING AND MARKING OF BIDS**

2.18.1. The bidder shall keep all documents comprising "Technical Proposal", "Financial Proposal" and "Bid Documents" in separate envelopes, duly marked as "Technical", "Financial" and "Bid Documents" and sealed.

2.18.2. All sealed covers are to be kept in a single cover and sealed.

2.18.3. The Inner and outer envelopes shall be addressed to the Chief Engineer (Water Resources) Cleve Colony, Meghalaya, Shillong (India) and shall bear the following identification.

2.18.4. Bid for the work of "Identification of feasible sites for Multipurpose Reservoirs (MRs) in the state of Meghalaya and Preparation of an inventory for such sites".

2.18.5. The inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late or is otherwise unacceptable. If the outer envelope is not sealed and marked as instructed above, the clients will assume no responsibility for the misplacement or premature opening of the bid submitted. A bid opened prematurely for this cause may be rejected by the client and returned to the bidder.

2.19. **SUBMISSION OF BIDS**

2.19.1. All bids must be delivered to the office of the Chief Executive Officer (MeWDA), Cleve Colony, Meghalaya, Shillong-793003, India on or before the date and time indicated in the notice. The bids may be delivered during office hours on all working days.

2.19.2. Bid documents may be submitted by the bidder either in person or through an agent or by post. In case of submission of bid documents by post, the risk and responsibility for either loss or delays in transit of the same is to be borne by the bidder and the bid opening authority will not consider any bid documents received after expiry of time and date fixed for receipt of bid document. Telegraphic bids will not be accepted.

2.19.3. Late or delayed bids will not be accepted under any circumstances and will be returned unopened.

2.19.4. If for any reason the office happens to remain closed on the last date of receipt of bids, the bids will be received and opened on the next working day at the same time and at the same venue.

2.19.5. The bidder may modify or withdraw his bid after submission of bid provided that the modification or notice of withdrawal is received in writing by the client prior to the last date and time specified for receipt of bids.

2.20. **BID OPENING**

2.20.1. Bids will be opened, in the presence of bidders, representatives who choose to attend, at the time and date specified in the notice at the office of the Chief Executive Officer (CEO), MeWDA, Cleve Colony, Meghalaya, Shillong, India.

2.20.2. Those who are present shall sign a register evidencing their attendance. Bids for which an acceptable notice of withdrawal has been submitted in pursuance to clause 2.12 shall not be opened.

2.20.3. The client will examine the bids for completeness of submittal to ascertain whether they are complete in all respect and generally in order. The financial proposal will however be placed into a separate and secure box and held by the client.

2.20.4. At the time of opening of technical proposal the client will open the envelope containing the Tender Guarantee and the Technical Package in front of the representatives of the bidder and

announce the bidder's name, written modifications, withdrawals and such other details as the client may consider appropriate.

- 2.20.5. The client shall prepare, for his own records, minutes of the bid opening including the information disclosed to those present.
- 2.20.6. The client will examine all the Technical Proposals for completeness against the stipulated requirement whether the requirements are completed, have been properly signed and are in order. The client will commence Tender evaluation subsequently.
- 2.20.7. To assist in the examination, evaluation and comparison of bids, the client may ask bidders individually for clarification on their bids. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought offered or permitted.

2.21. **EVALUATION OF PROPOSALS**

- 2.21.1. A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to opening of any Financial Proposals.
- 2.21.2. The evaluation (technical, financial & final evaluation) done by the Tender Committee of the Department/Agency as brought out here in after shall be final & binding on consultant.

2.22. **EVALUATION OF TECHNICAL PROPOSALS**

- 2.22.1. The Technical Committee Proposals will be evaluated by Technical Expert Committee/Departmental Tender.
- 2.22.2. The following criteria will be applied for evaluation of the Technical Proposals (Total points 1000).
 - i. Understanding and comprehension of work involved in the identification of key issues, an appreciation of the project constraints and special requirements (Maximum — point — 150)
 - ii. General approach methodology and work programme indicating immediate milestones proposed within the specified time schedule and innovative ideas proposed to be applied (Maximum point — 150)
 - iii. Company profile with financial position. (Maximum point — 50)
 - iv. Similar projects executed in the last Five years. (Maximum point — 150)
 - v. Annual turnover of the company taken as average of the last five years. (Maximum point — 50).

- vi. Composition of the team experts proposed to be assigned for the work at each stage and responsibility thereof. (Maximum point — 50).
- vii. Experience, qualification and competence of key personnel proposed for the assignment. (Maximum point — 400).

1.	Principal Consultant/Team Leader	100 points
2.	Expert in Water Management with more emphasis on Integrated Water Resources Management (IWRM)	50 points
3.	Expert in Environmental Engineering/Science	50 points
4.	Expert in Agriculture	50 points
5.	Expert in Civil Engineering	50 points
6.	Expert in Micro-Hydel	50 points
7.	Expert in Fishery Sciences	50 points

2.22.3. For this purpose, curriculum vitae of key personnels as proposed to be assigned in each discipline giving their qualification and experience included suitably. Their rating will be carried out based on their qualifications, past experience in similar type of assignment and stature. Their experience in North East Region if any, will be given due considerations. The key personnel proposed to be assigned shall have a minimum experience of 5 (five) years for graduates and 3 (three) years for Technical Post Graduates in the field of assignment. The other experts in the HRD etc shall have an experience of at least 5 (five) years with a post graduate degree.

2.22.4. Competence, experience, understanding and approach of the consulting service shall be considered as the paramount requirement for the technical acceptance of the proposal. The bids whose technical proposal scores a minimum of 70% marks including the consideration stipulated under clause 2.22.3 shall be considered for evaluation of their financial bids.

2.22.5. After the Technical evaluation is completed, the Client shall notify those consultant whose proposals didn't meet the minimum qualifying points as mentioned above or were considered non-responsive by the committee as the Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying points, indicating the date and time set for opening the Financial Proposal. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter/cable/telex/facsimile.

2.23. **EVALUATION OF FINANCIAL PROPOSALS**

2.23.1. The Financial Proposal shall be opened in the presence of the consultant/their representatives who choose to attend. The name of the Consultant, Technical Evaluation points, and the proposed prices shall be read aloud and recorded when the proposals are opened. The Client shall prepare minutes of the financial bid opening.

2.23.2. The Tender Committee for Evaluation will determine whether the Financial Proposals are complete. All the tender prices will be computed in Indian Rupees only.

2.24. **FINAL EVALUATION**

2.24.1. The Financial proposals of those consultants bidders who have secured the minimum qualifying marks (i.e. 70%) in the technical proposals, shall be opened and the amount of lowest financial proposal shall be noted for further evaluation based on CQCCBS (Combined Quality cum Cost Based Selection) system as stipulated in succeeding clauses. In case the number of qualifying bidders is less than three, the criteria would be lowered to have three qualifying bidders.

2.24.2. Weightage for the proposals shall be:

(a) Technical quality of the proposal = 70%

(b) Cost of financial proposal = 30%

2.24.3. To workout the weightage to be given against technical quality, the highest secured point in Technical evaluation (say T1, against Clause No. 2.22) shall be given weight-age of 70 points. Weightage points (i.e. P2, P3, P4 etc) to other bidders can be worked out proportionately as under.

$P2=70 \times T2/T1$, Where T2 is the point secured by second bidder in technical Evaluation
and P2 is the weightage Point shall be awarded to second bidder

2.24.4. To work out the weightage to be given against financial proposals, the lowest bid amount (say L1) shall be given weight-age of 30 points. Weightage points (i.e. F2, F3, F4 etc) to other bidders can be worked out inverse proportionately as under.

$F2=30 \times L1/L2$, Where L2 is the amount quoted by second bidder in financial proposal and
F2 is the weightage point shall be awarded to second bidder.

2.24.5. The weightage points as obtained by bidders as per technical quality of the proposal & cost of the financial proposal shall be added together and the bidder, who secures maximum points, will be generally invited for execution of contract agreement provided his proposal is complete and found in order. However, Accepting officer is not bound to accept the bid, as offered above or any bid or to give reasons for doing so.

2.25. **CONFIDENTIALITY OF PROCESS**

After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced. Any effort by a bidder (or any of his representatives) to influence the client in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract may result in the rejection of the bidder's bid.

2.26. **AWARD/ SIGNING OF AGREEMENT**

- 2.26.1. Prior to the expiration of the period of bid validity, the client will issue a letter of acceptance to the successful bidder, on approval of competent authority. The issue of the letter of Acceptance shall constitute the formation of the contract and consultant shall commence the work immediately thereafter on receipt of Notice to proceed.
- 2.26.2. The successful bidder has to sign the agreement within a period of 15 days from the date of communication of acceptance of his bid, otherwise the Tender Guarantee deposited by him will be invoked and forfeited without further notice.
- 2.26.3. After Acceptance and signing of contract Agreement, the client will inform the unsuccessful bidders and return the Tender Guarantee as submitted by them with the tender documents.

In case the successful bidder is a joint venture of certain firms, the bidder immediately on receipt of acceptance letter shall submit the joint venture agreement between the firms. The format for agreement is as per Appendix D.

2.27. **FALSE INFORMATION**

The evaluation of bids would be done based on the information submitted by the bidder. If any information submitted is found to be wrong at any stage, the contract would be cancelled and a compensation considered reasonable by the Accepting Officer would be levied on the bidder.

2.28. **STAGE PAYMENT**

The stage payment to the consultant shall be released by the client in a manner as follows:

Activity/ Submission	Percentage of Lump Sum
1. On submission of Inception Report	20%
2. On providing list of Feasible sites.	30%
3. On completing Final report along with ground truthing exercises.	40%
4. On receiving Approval from Govt.	10%

The consultant shall submit a bill in triplicate to the Chief Executive Officer (CEO) with supporting details in respect of the above mentioned activities, who will thereafter examine the bill, certify the payment and arrange for release within the stipulated time frame. Mere submission of the above reports will not be enough. The interim payments shall be released on acceptance of the reports by the Accepting Officer. The final report shall be examined by a committee and final bill will be released on acceptance of the report by the committee.

2.29. **FINAL PAYMENT**

- 2.29.1. The final payment to the consultant shall be released on completion of all works assigned to him.
- 2.29.2. The final bill shall be accompanied by all abstracts, vouchers, orders etc supporting it and shall be prepared in the manner prescribed by the Chief Executive Officer (CEO).
- 2.29.3. No further claims shall be made by the consultant after submission of final bill and these be deemed to have been waived and extinguished.
- 2.29.4. The consultant shall be entitled for the payment of final sum less the value of stage payments already made, subject to the certification of the final bill by the Chief Executive Officer (CEO).
- 2.29.5. No fees and expenses shall be allowed to the consultant on account of preparation of final bill.

SECTION - III

3. GENERAL CONDITIONS OF CONTRACT

3.1. LIABILITY BETWEEN THE PARTIES

3.1.1. Liability of the Consultant

The Consultant shall be liable to pay compensation to the Client arising out of or in connection with the arrangement, loss or damages caused or would be caused to client or suffered by the client due to improper care, breach of any contract condition is established against him in the opinion of the Accepting Officer.

3.1.2. Compensation

Such compensation shall be limited to amount of reasonably foreseeable loss or damage suffered as a result of such breach. The decision of the Accepting Officer regarding the extent of compensation shall be final and binding. However, the amount of such compensation will be limited to 25% of the amount of consultancy agreement as provided here in after.

3.2. DURATION OF LIABILITIES

3.2.1. Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in Part — II, or such earlier date as may be prescribed by law.

3.3. LIMIT OF COMPENSATION AND INDEMNITY

3.3.1. Limit of Compensation.

The maximum amount of compensation payable by consultant in respect of liability under Clause 3.1.1 & 3.1.2 shall be 25% of the amount of consultancy agreement. However the client reserves the right to reduce or waive off the amount of compensation on merit and justification of the circumstances. The limit is without prejudice to any agreed compensation specified under clause 3.8.

3.3.2. Indemnity

The consultant shall indemnify and hold harmless the client/employer, the Employer's Personnel and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a) Bodily injury, sickness, disease or death, of any person what so ever arising out or in the course of or by reason of the Contractor's design (if any), the execution and completion of the works and the remedying of any defects, unless attribute to any negligence, willful act or breach of the contract by the Employer, the Employer Personnel, or any of their respective authorised agents, and
- b) Damage to or loss of any property, real or personal (other than the works) the extent that such damage or loss.

- i. Arises out of or in the course of or by reason of the contractor's design (if any), the execution and completion of the works and the remedying of any defects, and
- ii. Is attributable to any negligence, will full act or breach of the contract by the contractor, the contractor's personnel, their respective agents or anyone directly or indirectly employed by them.

3.4. **AGREEMENT EFFECTIVE.**

- 3.4.1 The Agreement is effective from the date of receipt by the Consultant of the Client's Letter of Acceptance of the Consultant's proposal or of the latest signature necessary to complete the Formal Agreement, if any, whichever is the later.

3.5. **COMMENCEMENT AND COMPLETION**

- 3.5.1. The Services shall be commenced and completed at the time or within the period stated in Part II subject to extension in accordance with the Agreement.

3.6. **VARIATIONS**

- 3.6.1. The agreement can be varied on application by either party or by written agreement of the parties.

3.7. **FURTHER PROPOSALS**

- 3.7.1. If requested by the Client in writing, the Consultant shall submit proposals for altering the Services. The preparation and submission of such proposals shall be an Additional Service.

3.8. **DELAYS BY CONSULTANT**

Time is the essence of contract. It shall be bounded duty of the Consultant to strictly adhere to the time as stipulated in the Terms of reference of the Service or any part thereof. In case the services or any part thereof are not so completed by the consultant within the specified time, for the reasons, which are solely the responsibility of the Consultant, the Consultant shall be liable to pay agreed compensation @ 0.02% per day of the contract amount subject to maximum of 10% of the contract amount. This compensation shall be in addition to the liability under clause 3.3 and 3.5.1.

3.9. **CHANGED CIRCUMSTANCES**

- 3.9.1. If circumstances arise for which the Consultant is not responsible and which make it responsible or impossible for him to perform in whole or in part the Services in accordance with the Agreement he shall promptly dispatch a notice to the Client.
- 3.9.2. In these circumstances if certain Services have to be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 42 days for resumption of them.

3.9.3. If the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

3.10. **ABANDONMENT, SUSPENSION OR TERMINATION.**

3.10.1. If at any time after conclusion of agreement, the client decide to abandonment Project in full or part thereof for any reasons, he may by giving 30 days notice in writing to the consultant, terminate this agreement in full or part as the case may be. Alternatively if the Project or any part thereof is suspended, client may, in lieu of terminating this agreement, intimate the consultant in writing to suspend the carrying out of his services under this agreement for the time as decided by the client at the time of suspension. However, if the suspension is ordered for reasons other than the default of consultant, the consultant shall be entitled to an extension of time equal to the period of every such suspension plus a reasonable period not exceeding 42 days for resumption of the work as per clause No.3.9.2.

3.10.2. In case of default of the consultant by way of not adhering to the time schedule laid down for the services to be rendered in the agreement and or not carrying out the service with due diligence at any stage or fails to comply with any of the terms of this agreement, the client may terminate this agreement and get the balance consultancy service completed through any other agency and or means at the risk and cost of the consultant. The extra cost incurred by the client in doing so, over and above, the amount that would have become payable to the consultant for the balance consultancy service shall be recovered from the payments, performance Guarantee and Securities etc. if any, due to the consultant. In case inadequate or no amount payable, to the consultant is available with the client the consultant shall pay the same on demand from the client. However, in case the cost of completion of balance consultant service is less than that would have become payable to the consultant for the same, the advantage shall accrue to the client.

3.11. **RIGHTS AND LIABILITIES OF PARTIES**

3.11.1. Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the parties.

3.11.2. After termination of the Agreement, the Provision of Clause 3.3 shall remain in force.

3.12. **COPYRIGHT**

3.12.1. The Client shall have the copyright of all the document prepared by the Consultant in performing the services under the agreement provided that:

3.12.1.1 The Consultant can retain copies of all such document prepared by them.

3.12.1.2 The Consultant can use the purely technical contents of all such documents for his professional purposes.

3.13 **DEDUCTION OF INCOME TAX AT SOURCE**

3.13.1 While releasing the payment to Consultant for the services provided, the Client reserve the right to make suitable deduction at source on account of Income Tax as per the provisions of Indian Income Tax Act and amendment thereto from time to time. The Client will however issue Tax Deduction Certificate to the Consultant for the deduction made at source on the prescribed pro forma.

3.14 **JOINT VENTURE AGREEMENT**

3.14.1 In case the successful bidder is a Joint Venture of certain firms, the bidder immediately on receipt of acceptance letter shall submit the joint venture agreement between the firms as per the joint venture agreement form published by FIDIC and duly signed by each member of the Joint Venture. It shall clearly state which firm of the Joint Venture will be acting as 'Lead Firm' to act on their behalf in all the matters in connections with or arising out of the agreement. The member of Joint Venture shall undertake together and individually (jointly and severally) the obligation of Joint Venture under the Agreement.

3.15 **COMPLETION**

3.15.1 The Services shall be completed by the consultant to the entire satisfaction of the client and in accordance with the specified time schedule and terms of reference.

3.15.2 Immediately after completion of an item of service or a group of services for which a separate period of completion has been mentioned in the contract the consultant shall give notice thereof to the client.

3.15.3 The 'Engineer' shall take over from the consultant from time to time the item or group of items of services for which a separate period of completion has been mentioned in the contract and which have been completed to his satisfaction, before the completion of entire services, but for all purpose of the contract the completion of entire contract shall be taken into account.

3.15.4 The 'Engineer' shall certify to the consultant the Date(s) on which the item or group of items of services are completed and taken over and state thereof.

3.15.5 The 'Engineer' shall also certify to the contractor the state of items or group of items of the service at the end of the 'Liability period'.

3.16 **FORCE MAJEURE**

3.16.1 The consultant shall not be liable for delay in completion of the project, in the event of such delays being due to Force Majeure, which will include war (declared or undeclared), riot, invasion, act of foreign enemies, hostilities, revolution, rebellion, insurrection, military or usurped power, damage from air craft, civil commotion, fire other than those caused due to

negligence on the part of the consultant or his partner/employees unrest (other than those by the consultant's labour or employees) which is beyond the control of Consultant.

3.16.2 Intimation of the happening of any such occurrence of causes mentioned in clause 3.16.1 and cessation thereof, shall be given by the consultant to the Client within 7 (seven) days of its happening or cessation and a representation may be made to the Client for extension of the date of completion of the said work. Subject to as herein after provided the Client shall, on receipt of such representation, and on the reasons and duration for delay being established and accepted, as due to Force Majeure extend the period of completion of the said work by the period agreed to as above. The decision of Client in the matter of extension shall be final and binding.

3.17 **DEFINITIONS**

The following words and expressions shall have the meaning assigned to them where the context otherwise requires.

3.17.1 "Consultant" means the party named in the Agreement who is employed as an independent professional firm by the client to perform the services and legal successors to the consultant and permitted assignees.

3.17.2 "Contractor" means the consultant.

3.17.3 "Accepting Officer" mean the duly authorized officer who signs the contract on behalf of the Government of Meghalaya

3.17.4 "Engineer" means the officer of the rank of Chief Executive Officer or Deputy Chief Executive Officer

3.17.5 Department means Meghalaya Water Resources Development Agency (MeWDA).

3.17.6 Client/ Employer means the Chief Executive Officer (CEO), who employs the consultant and legal successors to the Client and permitted assignees on behalf of the Govt.

From:-
To,

The Chief Executive Officer (CEO)
Meghalaya Water Resources Development Agency (MeWDA)
Cleve Colony
Shillong
Meghalaya, India

FINANCIAL PROPOSAL

Sub: - “Identification of feasible sites for Multipurpose Reservoirs (MRs) in the state of Meghalaya and Preparation of an inventory for such sites”

Sir,

I/ We _____ consultant/ consultancy firm herewith attach Appendix ‘A’ and annexure thereto the lump sum price proposal for selection of my/ our organization for consultancy services for the subject work.

Yours faithfully

Signature

Full Name

Designation

Address

(Authorised Representative)

APPENDIX 'A'

To,

The Chief Executive Officer (CEO)
Meghalaya Water Resources Development Agency (MeWDA)
Cleve Colony
Shillong
Meghalaya, India

FORM OF BID

Sir,

1. Having examined the Bid Document for the subject contract as set in your Notice of Invitation to Bid Instructions to Bidders, Terms and Conditions of the contract, Terms of Reference and the matters set out in the Appendices, we undertake to perform the consultancy services for the work referred in Terms of Reference for the Lump Sum Price of

(a) Indian Rupees (in figure) _____ (in words) _____
_____ for "Identification of feasible sites for small Multipurpose Reservoirs (MRs) in the state of Meghalaya and Preparation of an inventory for such sites".
2. If our tender is accepted we will provide performance guarantee for the due performance of the contract as stipulated in the General conditions of contract.
3. Until and unless a formal agreement is prepared and executed this tender together with our written acceptance thereof shall form a binding contract between us.
4. We agree to abide by this bid for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted any time before expiration of that period.
5. We understand fully that you are not bound to accept the lowest or any bid received.

Yours faithfully

Signature

Full Name

Designation

Address

(Authorised Representative)

Annexure to Appendix A

BREAK-UP DETAILS OF LUMP SUM PRICE FOR THE SERVICES FOR
“Identification of feasible sites for Multipurpose Reservoirs (MRs) in the state of
Meghalaya and Preparation of an inventory for such sites”

Sl no.	Activity/ Submission of details	Lump sum price	
		In figure	In words
		Indian Rupees	Indian Rupees

TENDER GUARANTEE IN THE FORM OF BANK GUARANTEE

Reference to Clause 2.14

(To be stamped in accordance with stamp Act, if any, of the country of issuing bank)

KNOW ALL MEN by these presents that we _____
_____ (Name of Bank) of India, having our registered office at
_____ (hereinafter called "the Bank") are bound unto
the Chief Executive Officer (CEO), Meghalaya Water Resources Development Agency
(MeWDA), Cleve Colony, Shillong, Meghalaya, India (hereinafter called " the Employer") a
sum of Rs. _____ for which payment will and truly to be made to the said employer the
Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidders) (hereinafter called "the
Bidder") has submitted his tender dated _____ for "Identification of feasible sites for
Multipurpose Reservoirs (MRs) in the state of Meghalaya and Preparation of an inventory for
such sites". (Hereinafter called the "Tender")

WHEREAS the Bidder is required to furnish a Bank Guarantee for a sum of
Rs. _____ (Amount in figures and words) as
Tender Guarantee against the Bidder's offer as said.

AND whereas _____ (Name if the Bank) have, at the
request of the Bidder, agreed to give his guarantee as hereinafter contained

We, further agree as follows:-

- (i) That the Employer may without affecting this guaranteed grant time or other indulgence to negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
- (ii) That the guarantee hereinbefore contained shall not be affected by any change in constitution of our Bank or in the Constitution of the Bidder.
- (iii) That any account settled between the Employer and the Bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- (iv) That this guarantee commences from the date hereof and shall remain in force till :-

- (a) The bidder in case his tender is accepted by the employer, executed a formal agreement after furnishing the Performance Guarantee on an Indian Bank acceptable to the Employer.
- (b) Thirty days after the date of validity or the extended date of validity of the Tender, as the case may be whichever is earlier.
- (c) That the expression “the Bidder” and “ the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns

THE CONDITIONS OF THIS OBLIGATION are:-

- (i) If the Bidder withdraws his tender during the period of Tender validity specified in the Form of Tender or
- (ii) If the bidder provides false information in his bid
- (iii) If the bidder having been notified of the acceptance of his Tender by the Employer during the period of tender validity
 - (a) fails or refuses to furnish the Performance Guarantee or
 - (b) fails or refuses to enter into a contract within the time limit.

We undertake to pay the Employer up to the above amount upon receipt of his first written demand, without Employer having to substantiate his demand provided that in his demand the Employer would note that the amount claimed by him is due to him owing to the occurrence of any or more of the conditions (i), (ii) (iii) mentioned above, specifying the occurred conditions.

**Signature of
Authorised Official
Designation
Stamp/ Seal of the Bank**

Note:-

1. Stamp paper of appropriate value shall be purchased in the name of the Bank, which issues the ‘Bank Guarantee’
2. The Bank Guarantee shall be from Shillong Branch of a Scheduled Commercial Bank shall be confirmed by Shillong Branch of a scheduled bank based in India.

PERFORMANCE GUARANTEE IN THE FORM OF BANK GUARANTEE

Ref Clause 2.15

(To be stamped in accordance with the Stamp Act of India)

To,

The Chief Executive Officer (CEO)
Meghalaya Water Resources Development Agency (MeWDA)
Cleve Colony
Shillong
Meghalaya, India

WHERE AS _____ (Name and Address of consultant) hereinafter called "the consultant") has undertaken in pursuance of Contract No. _____ dtd. _____ to execute the "Identification of feasible sites for Multipurpose Reservoirs (MRs) in the state of Meghalaya and Preparation of an inventory for such sites" (hereinafter called the contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified herein as security for compliance with his obligations in accordance with the contract in lieu of cash deposits held by you for such compliance of obligation/ performance Guarantee.

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant upto a total of _____ (Amount in words) such sum being payable in Indian Rupees, and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand or without cavil or argument any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein

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

We further agree that no change of addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for 24 months beyond the date of commissioning of the Project. The tendency of any dispute or arbitration or other proceeding shall not affect this guarantee in any manner.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

NAME OF OFFICIAL AND HIS DESIGNATION

DATE:-

Note:-

1. Stamp paper of appropriate value shall be purchased in the name of the Bank, which issues the 'Bank Guarantee'
2. The "Bank Guarantee" shall be from Shillong Branch of a Scheduled Commercial Bank in India acceptable to the Client

Appendix 'D'

FORM OF AGREEMENT

This agreement made this _____ Day of _____ 2014 between the Chief Executive Officer (CEO), Meghalaya Water Resources Development Agency (MeWDA), Cleve Colony, Meghalaya, Shillong (hereafter called " the Client") on one hand and on the other hand * _____ (hereafter called "the Consultant").

*** Note:**

The Consultant is a Joint Venture of the following firm:-

- a)
- b)

The members authorize _____ to be known as the lead firm, and to act on their behalf in all matters in connection with or arising out of this agreement. The members of Joint Venture undertake together and individually (Jointly and Severally) the obligation of the Joint Venture under the agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of the Client/ Consultant Services Agreement hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement namely :
 - (a) Letter of Acceptance
 - (b) General conditions of contract (Section III)
 - (c) Terms of reference (Section I)
 - (d) Appendices and Annexures
 - (e) Tender Guarantee
 - (f) Performance Guarantee
 - (g) Joint Venture Agreement between the firms (if applicable)
3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement
4. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement the times and in the manner prescribed by the Agreement.

In Witness whereof the parties hereto have caused this Agreement to be signed in their respective hands as of the day and year first before written.

FOR AND ON BEHALF OF THE CLIENT

By Authorised Representative

Witness:

Name _____

Signature _____

Address _____

FOR AND ON BEHALF OF THE CONSULTANT

By Authorised Representative

Witness:

Name _____

Signature _____

Address _____

Note: -If the Consultant consists of more than one entity, all of these entities should also appear as signatories.

Appendix E

**COMPOSITION OF TEAM FOR EACH ACTIVITY, PROJECT LEADER, KEY PERSONNEL
AND SUB CONSULTANT TO BE ASSIGNED FOR THE SERVICES BY THE CONSULTANT**

(List titles, and names, detailed job description, qualification, responsibility of each personnel to be assigned for the services for various activities)