



**Government of Meghalaya  
Meghalaya Infrastructure Development & Finance Corporation  
Ltd. (MIDFC)**

**Request for Proposal**

*for*

**Consultancy Services for Conducting GIS Survey, Preparation of Detailed Project Report (DPR) for Upgradation, Operation & Maintenance of Water Supply Systems through introduction of SCADA – IoT System for Shillong Urban Agglomeration Area under the Jurisdiction of PHED, Shillong & Shillong Municipal Board (SMB)**

**July 2023**

**Government of Meghalaya**  
**Meghalaya Infrastructure Development & Finance Corporation**  
**Ltd. (MIDFC)**

RFP No.: MIDFC/PHED/92/2023-24/3

Email id.:midfcmegh@gmail.com

Date:20th July, 2023

**SHORT e-PROCUREMENT NOTICE/ INVITATION FOR BIDS (IFB)**

The undersigned invites online bid through e-Procurement system i.e., through website ..... from reputed consultancy firms in 2 (two) bid system for preparation of Detailed Project Report (DPR's) as mentioned herein:-

<b>Name of Work</b>	<b>Bid Security(EMD)</b>	<b>Cost of Bid document and Bid processing fee</b>	<b>Period of completion</b>
Consultancy services for conducting GIS Survey, Preparation of Detailed Project Report (DPR) for Upgradation, Operation and Maintenance of Water Supply Systems through introduction of SCADA – IoT System for Shillong Urban Agglomeration Area under the Jurisdiction of PHED & Shillong Municipal Board (SMB)	Rs1,00,000.00(Rupees OneLakh) only	Rs 5,000.00 (Rupees Five thousands only)	9 MONTHS

All other relevant information and the detailed Bid Documents may be viewed on website <https://meghalayatenders.gov.in>. and can be downloaded **from** 20<sup>th</sup> of July, 2023 up to 12:00 hrs of August, 2023. Bid is to be submitted through online on or before 15:00 Hrs on 20<sup>th</sup> August, 2023

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**This tender notice can be viewed, downloaded and submitted on  
E-Tender Portal**

<b>Department Name</b>	<b>Meghalaya Infrastructure Development &amp; Finance Corporation Ltd. (MIDFC)</b>
Tender Notice No	RFP No.: MIDFC/PHED/92/2023-24/3
Name of Project:	Consultancy Services for Preparation of Detailed Project Reports (DPRs) for Shillong Urban Agglomeration Area
Period of Completion (submission of DPR only) (in months)	9 months after issuance of work order to Firm/Consultant
Bidding Type	Open
Bid Call (Nos)	1
Contract Period	9 months
Tender Currency Type	Single
Tender Currency	Indian Rupee (INR)
Joint Venture	Not Allowed
Rebate	Not Allowed
<b>Amount Details</b>	
Bid Document Fees/ Bid Processing Fees	INR 5,000 /- (Rupees Five Thousand only) to be paid online or in the form of DD from Scheduled/ Nationalized Bank in favour of Meghalaya Infrastructure Development & Finance Corporation Limited
EMD(INR):	INR 1,00,000/- (Rupees One lakh only) to be paid in the form of DD/ Bank Guarantee from Scheduled/ Nationalized Bank in favour of Meghalaya Infrastructure Development & Finance Corporation Limited
Date of publishing the RFP Document	20/07/2023
Pre-Bid Meeting Venue & Date	27/07/2023 at 15:00 PM at Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003 (India) OR Through Video Conferencing Google Meet joining info Video call link: <a href="https://meet.google.com/tnn-rmfs-uxz">https://meet.google.com/tnn-rmfs-uxz</a>
Last date and time for submission of Proposal	20/08/2023 at 1500 hrs
Date and time for opening of Technical Proposal	21/08/2023 at 1500 hrs
Bid Validity Period	120 Days from last date of submission of bid.
Physical submission of RFP Fee, Earnest Money Deposit & PQ supporting documents	Instrument of RFP fee & EMD shall be submitted in electronic format only through online (By scanning) while uploading the bid. This submission shall mean that RFP fee & EMD are received for purpose of opening the bid. Accordingly, those offers shall be opened whose RFP fee and EMD is received electronically. Consultants who failed to furnish RFP fee & EMD as submitted

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	<p>with their online proposals in original within stipulated time as indicated above will be out right rejected and their proposal shall not be considered for further evaluation.</p> <ul style="list-style-type: none"><li>• The consultant has to qualify as per RFP documents.</li></ul>
<b>MIDFC Bank Details</b>	<p>Account holder name: Meghalaya Infrastructure Development &amp; Finance Corporation Bank Name: State Bank of India CIF Number: 88166415322 Account Number: 34645149649 Branch Name: Meghalaya Sectt, Shillong, IGP Point MG Road Shillong, Dist East Khasi Hills Meghalaya 793001 IFSC Code: SBIN0006320</p>

<b>Contact Details:</b>	
Officer Inviting Bids:	Executive Director(Technical) MIDFC Ltd.
Bid Opening Authority:	MIDFC Ltd
Address:	Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003 (India)
Phone:	8837023352/ 7629898737
Email:	midfcmegh@gmail.com
Submission of tender Documents	<p>The following documents shall be uploaded while submitting bids the Bid online:</p> <ul style="list-style-type: none"> <li>• Scanned copy of consultancy/ company registration certificated</li> <li>• Scanned copy of PAN Card</li> <li>• Scanned copies of Experience certificates showing successful completion of work (with certificate)</li> <li>• Scan copies of turnover related documents</li> </ul> <p>In addition to the documents mentioned above, the documents required as per attached Forms &amp; Annexures are also to be attached Forms &amp; Annexure are also to be uploaded. Bidder shall submit their offer i.e., technical bid as well as price bid in electronic format on stipulated website &amp; date as mentioned in the tender document.</p>

<b>General Terms &amp; Conditions:</b>	
<b>1</b>	<p><b>Downloading of Tender Document</b></p> <ul style="list-style-type: none"> <li>Interested consultants can download the tender document free of cost from the website however cost of tender documents to be paid online at the time of bid submission.</li> <li>Bidders who wish to participate in the Tender will have to register on website <a href="https://meghalayatenders.gov.in">https://meghalayatenders.gov.in</a></li> </ul>
<b>2</b>	<p><b>Digital Certificate</b></p> <ul style="list-style-type: none"> <li>Bidders who wish to participate in this Tender will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 (Class-III) using which they can sign their electronic RFP.</li> <li>Bidders have to procure a <b>DSC from a</b> licensed Certifying Authority by Govt. of India and enroll the DSC in <a href="https://meghalayatenders.gov.in">https://meghalayatenders.gov.in</a></li> <li>Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.</li> </ul>
<b>3</b>	<p><b>Pre-Bid Conference/ Meeting</b></p> <p>Pre-bid conference/ meeting for this tender shall be conducted on the date shown above at <b>Office of the</b> Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003 (India)</p> <p style="text-align: center;">or</p> <p>through Video Conferencing Google Meet joining info Video call link: <a href="https://meet.google.com/tnn-rmfs-uxz">https://meet.google.com/tnn-rmfs-uxz</a></p>
<b>4</b>	<p><b>Online Submission of Technical and Price Bid</b></p> <ul style="list-style-type: none"> <li>Bidders can prepare and edit their offers number of times before closing of bid/ RFP submission. After closing of Bid/ RFP submission, bidder cannot edit their offers submitted in any case. No written or online request in this regard shall be granted.</li> <li>Bidder shall submit their offer i.e., technical bid as well as price Bid in Electronic Form on the above-mentioned website latest by the submission date as mentioned above after digitally signing the same.</li> <li>Offers in physical form will not be accepted in any case.</li> </ul>
<b>5</b>	<p><b>Opening of Tender</b></p> <ul style="list-style-type: none"> <li>Opening of Bid documents will be held on Date &amp; time shown above in the office of Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd. Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003 (India)</li> <li>The Offline technical evaluation of the tenders received on or before last date of submission would be done and results will be displayed on website.</li> </ul> <p>After Successful completion of Technical Evaluation, price bid of only those bidders shall be opened online who are found qualified.</p>



6	<p><b>Contacting officer</b></p> <ul style="list-style-type: none"> <li>• Further Details/ Clarifications if any required will be available in the office of the MIDFC) Ltd. Behind Bethany Hospital, Lower Nongrim Hills, Top Floor, Meghalaya Basin Development Authority (MBDA) Building Shillong East Khasi Hills Meghalaya-793003 (India)</li> </ul>
7	<p><b>General Instruction</b></p> <ul style="list-style-type: none"> <li>• The fees for online tender document will not be refunded under any circumstances.</li> <li>• Consultancy Firms shall have to submit technical bid as well as price bid in electronic format only on website till the last date and time for submission.</li> <li>• Bids shall only be signed by Authorized Signatory.</li> <li>• Offers only in physical form will not be accepted in any case</li> <li>• EMD is to be paid online through the link provided in the website.</li> <li>• Tenders without Tender fees, Earnest Money Deposit (EMD) and which do not fulfill all or any of the condition or submitted in complete in any respect will be rejected.</li> <li>• Conditional tender shall not be accepted.</li> <li>• Bids shall be self-explanatory, self-content proposal, no reference to external documents will be considered. Reference documents uploaded with the bid will only be considered</li> <li>• The bidders are advised to carefully read the Instruction to Bidder, Eligibility criteria for Qualification contained in the tender documents.</li> <li>• Bid once submitted shall not be amended/appended after the last date of submission, unless in response to some queries or clarification sought by MIDFC.</li> <li>• The tender notice shall form a part of tender document.</li> <li>• The Bidders are advised to read carefully the “Instruction for Bidder” and “Eligibility Criteria” contained in the tender documents.</li> <li>• The internet site address for Tender is <a href="https://meghalayatenders.gov.in">https://meghalayatenders.gov.in</a>.</li> <li>• Other terms and conditions as per detailed tender documents</li> </ul>
8	<p>MIDFC, Meghalaya, reserves the rights to reject any or all the tenders without assigning any reason thereof.</p>

## **SECTION-1**

### **Letter of Invitation**

**To**

Executive Director (Technical),  
Meghalaya Infrastructure Development Finance Corporation (MIDFC) Ltd.  
Behind Bethany Hospital, Lower Nongrim Hills, Top Floor,  
Meghalaya Basin Development Authority (MBDA) Building  
Shillong East Khasi Hills Meghalaya-793003 (India)

**Sub: Request for Proposal for Consultancy services for Conducting GIS Survey, Preparation of Detailed Project Report (DPR) for Upgradation, Operation and Maintenance of Water Supply Systems through introduction of SCADA – IoT System for Shillong Urban Agglomeration Area in Shillong, Meghalaya**

- 1) MIDFC, Meghalaya is appointed as the State Nodal Agency for the implementation of the projects. The projects are being implemented in a phased manner. The eligible payments under this contract shall be made from the funds received from Government of India/Government of Meghalaya. The projects will be executed through Contracts.
- 2) MIDFC, Meghalaya intends to appoint a Consultant for Preparation of Detailed Project Report for the above project from qualified, technically competent, experienced consultancy agencies. The objective of the assignment is to ensure quality assurance, timely completion of projects within the estimated time.
- 3) The duration time of preparation of DPR is planned for 9 months for submission of final DPR; which may or may not be extended.
- 4) The eligibility criteria as per the RFP as well as the terms of notice inviting RFP shall prevail.
- 5) Consultants are, therefore, invited through this Request for Proposal (RFP) to upload with digitally signed Technical and Financial offers for further consideration by MIDFC, Meghalaya for selection of the consultants.
- 6) This Volume-1 of technical proposal includes the following sections. Volume-2, is the price proposal, provided in a separate volume:

<b>Section-1</b>	Letter of Invitation
<b>Section-2</b>	Information to Consultants Datasheet Eligibility criteria for qualification Special instructions
<b>Section-3</b>	Technical Proposal- Standard Forms
<b>Section-4</b>	Broad scope of work and request for proposal
<b>Section-5</b>	General Conditions of Contract
<b>Section-6</b>	Appendices Standard Form of Contract

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7) ***Submission of Bid***

The bid is to be submitted online. The Consultants shall ensure that the Technical and Financial Proposal along-with Tender Fee and EMD are submitted on line within the due dates specified in the RFP.

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## **SECTION-2**

### **Information to Consultants**

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## Section 2(A): Information to Consultants

### 1. INTRODUCTION:

- 1.1. The Client named in the "Data Sheet" will select Consultant in accordance with the method of selection indicated in the Data Sheet and detailed in the Guidelines given in the Data Sheet.
  - 1.1.1. Selection of consultant/s by MIDFC Meghalaya, will be **QCBS (80:20) (Quality cum Cost based Selection)** basis out of the firms responding from the RFP.
- 1.2. The consultants are invited to submit electronically under E-tender procedure the Technical Proposal and a Financial Proposal as specified in the Data Sheet (the proposal) for Consultancy services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately signature of a contract with the selected Firm.
- 1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client.
- 1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client/Project Locations before submitting a Proposal. Consultants should ensure that officials named in Data Sheet are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5. In preparing the proposals, consultants are expected to examine in detail the documents comprising the RFP, material deficiencies in providing the information requested may result in rejection of a proposal.
- 1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7. The Client policy requires that Consultants provide professional, objective, and impartial expert Technical advice which is technologically sound, economical & environmentally sustainable and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own Corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
  - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below.

A Consultant which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consultancy services for the same project. Conversely, Consultants hired to

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- provide Consultancy services for the preparation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the Consultant's earlier Consultancy services) for the same project.
- (a) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
- 1.7.2 As pointed out in Para 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.8 It is the Client's policy to require that consultants under contracts observe the highest standard of ethics during the selection and execution of contracts. In pursuance of this policy, the Client;
- (a) defines, for the purposes of this provision, the terms set forth as follows:
- i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the Firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question. The Authority will cancel the portion of the payment allocated to the Firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Consultant during the selection process or the execution of that contract, without the Consultant having taken timely and appropriate action satisfactory to the Client to remedy the situation.
- (c) will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- (d) will have the right to require that, in contract a provision be included requiring consultants to permit the Client to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Client.
- 1.9 The terms/ conditions and detailed scope of work with the consultant shall be part of the RFP
- 1.10 Consultant shall bear all costs associated with the preparation and submission of their proposals. Costs might include site visit, collection

of information and if selected attendance at contract negotiation.

- 1.11 Conditional bids are liable to be rejected.
- 1.12 Bids with variable costs/rates shall be rejected.
- 1.13 Participation of Government Employee: No current Government employee shall be deployed by the consultant.

## 2. **JOINT VENTURE &/OR CONSORTIUM (JV)**

Joint venture &/or formation of consortium (JV) is not allowed.

## 3. **DOCUMENTS COMPRISING THE RFP**

This RFP includes following:

<b>Volume: 1</b>	Technical Proposal
<b>Section-1</b>	Letter of Invitation
<b>Section-2</b>	Information to Consultants Data sheet Eligibility criteria for qualification Special instructions
<b>Section-3</b>	Technical Proposal- Standard Forms
<b>Section-4</b>	Broad scope of work and request for proposal
<b>Section-5</b>	General Conditions of Contract
<b>Section-6</b>	Appendices Standard Form of Contract
<b>Volume:2</b>	Financial Proposal

- 3.1 Clarification shall only be asked during pre-bid meeting. The date and time of the pre-bid meeting mentioned in this RFP document.
  - 3.2 Pre-bid meeting
    - The consultant or his official representative is invited to attend a pre bid meeting, which will take place at time and place indicated in the RFP.
    - The purpose to the meeting will be to clarify issues and to answer question on any matter related to the RFP that may be raised at that stage including the clarifications requested under clause 3.1 above.
    - Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
  - 3.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda which shall be uploaded on the web site <https://meghalayatenders.gov.in>. Addenda shall be sent by electronic mail to all consultants present during the pre-bid meeting and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.
- 4. Preparation of Proposals:**  
Consultants are requested to submit a Proposal (Para 1.2) written in the language(s) specified in the Data Sheet, it should be submitted in two bids viz.,

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Technical and Financial.

**Technical Proposal:**

- In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal. The technical proposal should clearly demonstrate the consultants' understanding of the assignment requirements and capability and approach for carrying out the tasks set forth in the RFP.
- While preparing the Technical Proposal, consultants must give particular attention to the following:
  - i) The assignment carried out by individual staff member or any associates prior to joining the Firm of consultant cannot be called as the experience of the Firm but may be referred to in the curriculum vitae of staff proposed for the services.
  - ii) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Firm's personnel have a working knowledge of the client's national/local language.
- The Technical proposal should provide the following information using the attached Standard Forms (Section-3):
  - i) A brief description of the Firm's organization and an outline of recent experience on assignments of a similar magnitude and nature and present work
  - ii) Any comments or suggestions on the RFP/ Draft Contract Agreement.
  - iii) A description of the methodology and work plan for performing the assignment.
  - iv) The consultant should indicate the activity plan, supported by bar chart diagrams showing the time indicated for each activity. Consultant shall deploy adequate manpower (Key Personnel as well as adequate Sub-Professionals/ Support Staffs) at its own cost for each activity in addition to the ones mentioned in the Terms of Reference.
  - v) Details of specific Project Experience as listed in shall be given as per format.

**The Technical Proposal shall not include any financial information.**

**Financial Proposal:**

- In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow the Standard Forms. It lists all costs associated with the Assignment are deemed to be included in the financial offer, such costs could be, (a) remuneration for staff (in the field and at headquarters), and (b) reimbursable such as subsistence (per diem, housing), transportation, survey etc. are the major components of the assignment; to be paid by the consultant.
- The Financial Proposal should clearly identify a total amount inclusive of all taxes, GST, duties, fees, levies and other charges imposed under the applicable law on the Consultant.



**a. The costs shall be given inclusive for phases of work, i.e.**

The duration of the services is expected to be about 9 months.

The work will involve;

- (i) GIS Mapping of Sources; Survey (topographical and bathymetric) of the entire project area, all Investigations and Design of System components including structural design/ drawing etc.
- (ii) Preparation of DPR and working drawings (with revision, if required)
- (iii) Preparation of BOQ & assisting the Client for Bid Process Management.

**5. Submission, Receipt and Opening of Proposals:**

- 5.1 The original Proposal (Technical Proposal and Financial Proposal) shall be submitted electronically.
- 5.2 The representative's authorization is confirmed by a written power of attorney accompanying the proposals.
- 5.3 Bid processing fees and Earnest Money Deposit shall be submitted to the client as shown in Data sheet.
- 5.4 The technical proposal and financial proposal must be uploaded online on or before the time and date stated in the data sheet. All submission shall be in PDF portable document format.
- 5.5 After the deadline for submission of proposals the technical proposal shall be opened by the Authorized representative of MIDFC, Meghalaya. The financial proposal shall remain encrypted with a respectable public auditor or independent authority until all submitted proposals are opened publicly, as decided by the client.
- 5.6 A consultant should submit only one proposal; if a consultant submits or participate in more than one proposal for the same project such a consultant shall be disqualified.
- 5.7 The tenders shall be rejected outright if:
  - a) Tender is in the name of person or firm who is not a Consultancy firm.
  - b) Tender fees and Earnest Money Deposit not received in the time prescribed by the MIDFC, Meghalaya.
  - c) Offer submitted only in physical form.
  - d) If the consultant has quoted rates with additional condition and counterconditions
  - e) In case of any deviation in the terms of reference, terms and conditions of the tender.
  - f) If the “Technical Bid” of any firm is decided as non-responsive the “Price Bid” of that firm shall not be opened
  - g) If the rates are unworkable and excessively high.

**6. Proposal Evaluation:**

**6.1 General**

From the time the bids are opened to the time the contract is awarded any effort made by the Firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of

the consultant's proposal.

## 6.2 Evaluation of Technical Proposals

- j) MIDFC , Meghalaya shall evaluate the proposal receipt for a detailed scrutiny. During evaluation of Proposals, the authority at its discretion, ask the bidders for clarification of their Proposals.

The process for evaluation of Proposals is as given below:

**Technical Evaluation:** If a Technical Proposal is determined as not substantially responsive, MIDFC, Meghalaya may reject it. The Technical Proposals conforming to eligibility criteria will be taken up for detailed technical evaluation. The parameters and weightages to base for technical evaluation will be as follows: -

<b>(A)</b>	<b>No. of years of experience in similar Consultancy business</b>	<b>5</b>
i	>=07 years to <=10 years	2
ii	>10 years to <=15 years	3
iii	>15 years	5
<b>(B)</b>	<b>Average Annual Turnover in Rs. Crores (FY 2020-2021, 2021-2022, 2022 – 2023)</b>	<b>5</b>
i	Less than Rs.50 crs.	0
ii	Rs. 50 to 60 crores	2.5
iii	Rs. 61 to 70 crores	4
iv	Rs. 71 crores and above	5
<b>(C)</b>	<b>Similar nature of works in last 07 years</b>	<b>30</b>
<b>1</b>	<b>Preparation of DPR of Water Supply System with allied components (Minimum cost of 1 project)</b>	<b>7.5</b>
i	>= Rs.100Cr to <Rs.150Cr	5
ii	>=Rs.151 Cr to < Rs.200Cr	6.5
iii	> Rs.200Cr and more	7.5
<b>2</b>	<b>Preparation of DPR of Water Supply System with allied components (Amount more Than Rs. 50Cr.)</b>	<b>7.5</b>
i	> 5 projects to 10 Projects	6
ii	>10 projects to 15 Projects	7.5
<b>3</b>	<b>Preparation of DPR of Water Supply System with allied components with SCADA/ IoT (Minimum 1 project)</b>	<b>10</b>
i	1 project	3
ii	>= 2 projects	5
<b>4</b>	<b>Preparation of DPR of Water Supply System with allied components in Hilly Terrain</b>	<b>5</b>
i	1 project	4.5
ii	>= 2 projects	6
<b>(D)</b>	<b>Understanding of the Terms of Reference, Approach &amp; Methodology, Work Plan, Staffing Schedule</b>	<b>20</b>
<b>(E)</b>	<b>CV's of Key Personnel (as per marks assigned below)</b>	<b>40</b>

#	Key Personnel	Minimum Educational Qualifications	Experience	Maximum marks
1	Team Leader (TL)	Civil Engineer with Postgraduate Degree in Environmental Engg./ Public Health Engg	<ul style="list-style-type: none"> <li>• 20 years &amp; above</li> <li>• He/ she should have experience of senior Consultancy leadership roles in similar project Planning, design, development, Detailed Project Report and Operation and maintenance of water &amp; sanitation/ Infrastructure sector and should have undertaken at least 2 Eligible Assignments as team leader</li> </ul>	10
2	Deputy Team Leader (DTL)	Civil Engineer with Post-Graduation in Structural Engg/ Water Resource Engg/ Environmental Engg/ Hydraulics Engg.	<ul style="list-style-type: none"> <li>• 15 years &amp; above</li> <li>• He/ she should have experience of senior Consultancy leadership roles in similar project with Planning, design, development, Detailed Project Report and Operation and maintenance of water &amp; sanitation/ Infrastructure sector and should have undertaken at least 2 Eligible Assignments as deputy team</li> </ul>	10
3	Electrical Engineer (EE)	Graduate in Electrical Engg	<ul style="list-style-type: none"> <li>• 10 years &amp; above</li> <li>• He / she should have an experience in energy audit, IE Rules and Regulations Energy Audit HT and LT motors, control panels, transformers including O&amp;M Municipal water supply system, water treatment plant and pump house</li> </ul>	5
4	Mechanical Engineer (ME)	Graduate in Mechanical Engg	<ul style="list-style-type: none"> <li>• 10 years &amp; above</li> <li>• He / she should have an experience in design, Heavy duty pumps, valves, pipe flow, open channel Hydraulics, including O&amp;M, water treatment plant and pump house, Detailed Project Report.</li> </ul>	5
5	Financial Expert (FE)	MBA in Finance	<ul style="list-style-type: none"> <li>• 10 years &amp; above</li> <li>• He / she should have experience in EPC, PPP model or HAM model for at least two similar projects.</li> <li>• Must have managed a project of Municipal water utility or similar nature for at least five years, should be acquainted with conventional/ plate settler/ tube settler treatment plant, should be aware about all kinds of financial modelling, EPC, PPP models, should be aware about the revenue generation of domestic water supply for water supply distribution networks</li> <li>• Should have managed a Production Cost Optimization for a project in water utility</li> </ul>	5
6	SCADA / IoT Expert (SE)	Graduate in Electronics & Telecommunications/ Instrumentation Engg Desirable - PG in above fields.	<ul style="list-style-type: none"> <li>• 10 years &amp; above</li> <li>• He / she must have designed SCADA Architecture for at least two Municipal water supply infrastructure projects.</li> </ul>	5

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## **Evaluation Method:**

Evaluation shall be based on the above criteria for the respective firm to arrive at a Technical Score for Each Bidder. Only bids having a Technical Score greater than 75% shall be qualified for the next stage. The bidder having less than 75% marks shall not be considered for financial bid opening.

Any proposal not complying with the instructions or is poorly presented or has omissions shall be liable to rejection at this stage.

The consultant who scores (Technical) 75% marks out of 100 marks as stated here in above shall be qualified and included in the short list for opening and evaluation of their financial proposals.

## **Public Opening and Evaluation of Financial Proposals**

- After completion of the technical evaluation, The Client shall notify the successful consultants that they have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.
  - The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read a loud and recorded when the Financial Proposals are opened.
  - For financial evaluation, the total quoted fee indicated in the Financial Proposal shall be considered. MIDFC, Meghalaya will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Firm to be compensated and the liability to fulfill its obligations as per the RFP within the total quoted price shall be that of the Consultant /Firm.
- In order to allow comparison of financial proposal on a common basis, each financial proposal will be carefully scrutinized, and total price shall be determined.
- **Combined and final evaluation**
- The Consultants will be selected on H1 of QCBS basis of the Technical & financial bid.
  - Of all the Qualified bidders, MIDFC, Meghalaya will select only 1(one) consultant for engagement.

**The technical quality of the proposal will be given a weightage of 80%**, the method of evaluation of technical qualification will follow the procedure given above. The price bids of only those consultants who qualify technically (**Minimum**

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**Qualifying Marks: 75)** will be opened. The proposal with the lowest cost would be given a financial score of 100 and the other proposals would be given financial score- that are inversely proportionate to their prices. **The financial proposal shall be allocated weight of 20%.** For working out the combined score, the employer will use the following formula:

$$\text{Total points} = T (w) \times T (s) + F (w) \times \text{LEC} / \text{EC},$$

where T (w) stands for weight of the technical score

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal  
LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and would be invited for negotiations.

## **7. Negotiations**

- Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant. The Client and the Consultants will finalize staffing schedule, work schedule, logistics, and reporting. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- Negotiations will conclude with a view of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract.
- Negotiations will be to fixed at the rate quoted by H1 consultant.

### **7.1.1. Award of Contract:**

The allocation of the consultancy work amongst qualified list of consultant shall be decided by competent authority of client after negotiations.

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**8. Confidentiality:**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Firms has been notified that it has been awarded the contract.

**9. Mode of Execution**

The receipt of tenders, evaluation of the bid, selection of the consultant and award of work shall be processed by MIDFC, Meghalaya. The successful consultant/s shall execute the agreement for consultancy work with MIDFC, Meghalaya, Shillong. The actual work shall be performed in consultation with the MIDFC & PHED, Meghalaya in coordination with the Shillong Municipal City Board/ Division. The performance of the consultant shall be monitored, reviewed based on the report of Divisional Executive Engineer.

## Section2(B): Data Sheet Information to Consultants

Sr. No.	Section/ Clause No.	Reference	Detail
1	Section1.2(A)1:	The name of the Client is	MIDFC LTD
		The method of selection is	Quality cum Cost Based
		The Guidelines are	As mentioned in this RFP
2		Technical and a Financial Proposals are requested	Yes
3	Section2(A)1.3:	The Assignment is phased	Different phases of assignment shall be as indicated in Schedule of payment.
4		The main objectives and description of the Assignment are	<p>The broad role of the Consultant shall be to prepare detail project report for water supply for Shillong Urban Agglomeration and the responsibility shall include:</p> <ul style="list-style-type: none"> <li>• GIS Mapping of Sources</li> <li>• Survey and Investigation</li> <li>• Feasibility Studies</li> <li>• Detail Project Report including Estimates, Hydraulic Design etc</li> <li>• Existing Utility Map and Proposed Project Related Drawings/Maps</li> <li>• GIS Based survey.</li> <li>• Implementation of SCADA / IoT</li> </ul>

5		Scope of Services Consultancy Services	Refer Terms of Reference
6		A pre bid conference will be held	As mentioned above
9	Section2 (A); Clause4.1,4.3(v)	Proposals to be submitted in	English
10		Firm/entity may associate with other short-listed Firm	NA
11	Section2(C)	Minimum required qualification of the Firm and experience	As per RFP
12	Section2(C)	The minimum required Experience of proposed key staff	As per RFP
13	Section2 (A); Clause4.3(v)	Reports which are part of the assignment must be written in the language(s):	English
15	Section5, GCC Clause1.8	The clauses on fraud and Corruption in the contract	As per RFP
17		Cost	In Indian Rupees
18		Validity of the Proposal	120 days after date of submission
19	Section2 Clause1.4 (A);	Clarification on Bid	
20		The proposal submission address is addressed to	
21		Proposals Submitted not later than the date and time	As per date and time given in RFP
22	Section2(A); Clause5.4	Mode of Submission	Technical and price bid shall be submitted online on or before the date.
23	Section2(A); Clause5.3	Tender Fee & EMD	As mentioned above



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24		Opening of the bid	The online technical bid opening shall be on the date mentioned in RFP In the first phase, the opening of following formats for preliminary requirement of the proposal such as EMD, Bid processing fee (tender fee) and technical proposal.
25		Performance Security	As per G.C.7

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## **Section2 (C): Eligibility Criteria for Qualification**

**To qualify, the consultant must have to satisfy the following Mandatory (General & Specific) qualifying requirements.**

### **1. General Requirement**

- (a) The Bidder must have an office in India, operating for minimum last 10 Years and certified ISO 9001: 2015 organization. A certificate of incorporation in India, GST registration, PAN Card and audited financial statements for last 3 years ending 31st March 2023 must be furnished with technical proposal.
- (b) The bidder should not have been blacklisted/ debarred/ terminated by any Government /Board/ Corporation/ Company/ Statutory Body/ PSU company/ Non-Government/ Private Agencies and Funding Agencies on the last date of online submission.
- (c) The experience and financial capability of parent company shall not be considered in case of any Indian Subsidiary.
- (d) Firms are not allowed to form Joint venture or Consortium with other Firms.

### **2. Specific Requirement for Infrastructure work**

- a. Firm must have experience in Water Supply, Sewerage and Strom Water Drainage projects in Last Seven years of value of not less than Rs. 100 Crores each and the scope of the projects include survey and investigation, preparation of Detailed Project Report/ Feasibility Report, Engineering Design, Preparation of Cost Estimates, Bid Documentation, (Furnish copy of performance certificate issued by the owner/employer not below the rank of Executive Engineer). In addition, the firm must also have experience in preparation of GIS Based Master Plans of minimum 2 (two) Towns/ Cities in India.

## **Section 2(D): Special Instruction: Information to Consultants**

### **1. Submission of Proposal:**

Your proposal shall be submitted in two parts, viz.

- **Technical proposal for qualification**
- **Financial Proposal i.e. Price Bid**

The proposal is to be submitted on online as described in the RFP documents. The consultant is advised to take care that all the formalities are completed as required. These include:

- 
1. Bid processing fee of as specified in the data sheet is paid and its scan copy of receipt is submitted online by uploading scanned copy of the same.
  2. EMD as specified in the data sheet is paid in required format and its receipt/document is submitted online by uploading the scanned copy of the same.
  3. Selection of consultant by the agency will be on QCBS method.

## **2. Technical proposal for qualification:**

- The technical proposal for qualification shall demonstrate firm's general and specific experience in the area of preparation of water supply projects. The consultant should have experience in carrying out Feasibility studies, planning, DPR preparation, detailed design, Preparation of Tender Papers and Providing Procurement assistance.
  - The technical proposal shall also demonstrate the Firm's understanding of the project requirements and of the requisite tasks set forth in the Request for Proposal, as included in Section – 4. The technical proposal shall not contain any cost information whatsoever related to the Services to be rendered. The information and documentation to be provided in the technical proposals is listed below and shall be provided in the specific format as indicated in Section–3.
- (a) Information of the history, background, organization, registration and legal status (Pvt. Ltd., Ltd. Co., Partnership, etc.) and on general experience and experience of similar nature as the services put to proposal of your Firm.
  - (b) Descriptions, in the format enclosed, of the works carried out by consultancy Firm.
  - (c) A description of the general understanding of the Firm about the projects and the approach the Firm will take to carry out the services based on the requirements of the Request for Proposal. Such description may include as deemed relevant and also comprise comments on the Request for Proposal or other aspects of the services to be rendered. e.g. GIS Mapping, conducting baseline survey, measure performance of existing water system, O&M Management of Water Supply and efficiency of water distribution system and acting in the capacity of Engineer in the manner determined, which may contribute to performance in carrying out the services.
  - (d) A work program, which shall distinguish clearly between the phases of
    - Inception Report and Feasibility Study
    - Draft Detailed Project Report and Detailed Project Report
    - Preparation of detailed estimate for T. S. purpose and preparation of Detailed BOQ
    - Bid Process management
    - Technical Assistant during Executions

Full curriculum vitae of all staff proposed (must be signed by respective staff), in the format enclosed shall be part of the technical proposal. The curriculum vitae shall comprise a description of academic or trade qualifications and of previous exposure to work related to their proposed positions.

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## Financial Proposal

The financial proposal shall be quoted as a lump sum basis for preparation of detail project report and scope mentioned in the section 4. This cost shall contain the details of costs together with breakdowns as listed in the price bid.

The costs shall be given for the following phases of work, i.e.:

- Site Survey and investigation/ GIS mapping
- Feasibility Studies
- Detailed Project Report including Report, Estimates and Plan/Drawings/Maps

In due consideration shall be given of the pertaining descriptions of the Request for Proposal as included in Section-4 and of the following.

- i.) The period for preparation of Feasibility Study, Preparation of DPR & detailed estimate and Bid Process Management will be about 9 months
- ii.) For each phase of the works, Agency shall consider the costs on following accounts.**
  - (a) Professional staff  
The price of the consultant shall be considering in INR. It will have all Inclusive of salaries, social charges, overheads etc.
  - (b) Transportation  
The consultant shall make adequate transportation facilities including running and maintenance, driver's wages, charges and allowances, consumables and any other accountable and variables. This facility shall be available throughout the period of project implementation. These facilities shall also be considered while quoting Firm and fixed price under this consultancy services.
  - (c) Site Office and equipment  
The price quoted by the consultant shall be all-inclusive for establishing office in Shillong including office equipment which shall cover rent/depreciation, operation, survey and investigations, running and maintenance, costs for document reproduction, communication, support staff like AutoCAD proficient draughtsman, office staff, computer operator with AutoCAD, Water GEM or similar software and other related software etc. and anyother accountable and variables.
  - (d) Other expenses (if any)
    - Any expenses not covered anywhere in foregoing paras but essential for effective, efficient project contract management shall also be covered in price quoted by the consultant.
    - Price quoted shall be fixed for the duration of the contract agreement,

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except as otherwise provided for therein.

- Cost as per the breakdown of price requested in the price bid to entered in required format provided. All rates and amounts shall be quoted in figures and words. The rates in words shall be governing in the even to a discrepancy between figures and words.

The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

**iv.) Joint venture / Consortium is not allowed**

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## Section – 3

### Section-3: Technical Proposal-Standard Forms

#### Form1: Letter of Proposal Submission

[Location, Date] To:

Dear Sir,

**Consultancy Services for Conducting GIS Survey, Preparation of Detailed Project Report (DPR) for Upgradation, Operation and Maintenance of Water Supply Systems through introduction of SCADA – IoT System for Shillong Urban Agglomeration Area under the Jurisdiction of PHED, Shillong.**

We, the undersigned, offer to provide the Consultancy Services for Preparation of Detail Project Report **for Upgradation, Operation and Maintenance of Water Supply Systems through introduction of SCADA – IoT System for Shillong Urban Agglomeration Area under the Jurisdiction of PHED, Shillong** of the State in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in individual capacity without entering in association.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We agree for decision of the MIDFC & PHED, Shillong, Meghalaya if our Proposal is accepted, to initiate the Consultancy services related to the assignment not later than the date indicated in the Data Sheet (*Please indicate date*).

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of

Signatory: Name of Firm:

Address:

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## Form2: Details of Consultant

[Provide here a brief (maximum five pages) description of the background and organization of the Consultant]

a.	Name of consultant with full Address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation	:	
f.	Name and address of the person holding the Power of Attorney	:	
g.	(i)Place of Business	:	
	(ii)Date of Registration	:	
h.	Name of Bankers with full address	:	
i.	GST Registration Number(copy)	:	
j.	Permanente Account Number (PAN) (copy)	:	
k.	Are you presently debarred/ Blacklisted by any Government Department / Public Sector Undertaking/Any Employer (If Yes, please furnished details)	:	
l.	Name and details(Tel/Mobile/E mail) of contact persons	:	

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

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## Form 3: Information on Blacklisting/Debarment/Termination

Sl. No .	Information	Details	Remarks
1	Was the consultant firm ever blacklisted/Debarred/Terminated by any Government / non-government / private agency/organization/institution/ funding agency in last 3 years?		Need to Attach affidavit, in case no history of blacklisting

Authorized Signature:

Name and Title of Signatory:

Name of Firm:



## Form 4A: Water Supply Projects in Last Seven Years

Sr. No	Name of Project	Water Supply Project	List of Components & their quantity	Project Location	Client	Project cost in Rs. Cr.	Commissioning/ Commencement of Operation		Type of Consultancy Services
							Yes/No	If Yes FY	
1									
2									
3									
4									
5									
..									
..									
..									
						<b>Total</b>			

**Notes:**

1. Client certificate shall be enclosed for each work, without client's certificate, the performance shall not be considered for evaluation.
2. Details of each project to be provided separately as per form 4B

Authorized Signature:

Name and Title of Signatory:

Name of Firm

## Form 4B: Reference of Water Supply Projects In Last Seven Years

*[The following information should be provided in the format below for each reference assignment for which your firm was legally contracted by the Employer. Consultant should specifically state the service population covered, size of WS & WTP/STP and length of pipeline/drains to facilitate the technical evaluation of the Proposals.*

Assignment name:	Value of the contract (in current INR):
	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):  Completion date (month/year):	
Narrative description of Project: <ul style="list-style-type: none"> <li>• <b>Narrative description of project should specifically provide the detailsof:</b></li> <li>• <b>Project Cost</b></li> <li>• <b>Service population covered (for Water Project)</b></li> <li>• <b>Capacity of Treatment Plant (WTP)(in MLD)</b></li> <li>• <b>Length of Pipeline (in Km)(for Water Project)</b></li> </ul>	
Description of actual services *provided in the assignment:	

*\*(Completion Certificate from Employer regarding experienceshould be furnished)*

Note.: Attached separate sheet for each work.

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

## Form 5: Employment Details of Key Personnel

Sl. No.	Proposed Position	Name of the Person	Education/Degree (Year/Institution)	Date of Joining of Consultant's Firm	No. of years of experience	Number of years of Service with the Consultant's Organization	Employment Status with Firm (full-time/other)
1							
2							
3							
4							
5							
..							
..							
..							
..							

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

## Form6: Format for Financial Capability of the Consultant

(in Rs. Crore)

<b>Consultant *</b>	.....(Name of Consultant)				
<b>FY</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>Total</b>	<b>Average</b>
<b>Annual Turnover (Rs. In Cr)</b>					
	<p><b>Certificate from the Statutory Auditor</b></p> <p>This is to certify that ..... (name of the Consultant) has received the payments and earned net profit shown above against the respective years.</p> <p>Name of the audit firm:</p> <p>Seal of the auditfirm</p> <p>Date:</p> <p>(Signature, name and designation of the authorized signatory)</p>				

The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.

Authorized Signature:

Name and Title of Signatory:

Name of Firm:



13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrates staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project: Year:  
Location:  
Employer:  
Main project features: Positions held: Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:	{Signature of staff member}
Place:	{Full name of the staff member}:

*Note: Consultant presented inform at other than this will be rejected*

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:

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## **Form8: Comments/ Modifications Suggested on the TOR**

{Here the consultant shall mention any suggestion/ views on the TOR attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the TOR. However, the Employer is not bound to accept any/ all modifications sought and may reject any such request of modification.}

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

## Form 9: Work Schedule (Project-wise)

S. No.	Name of Project	Activities	Months				Total Months
			1	2	3	4	
1	xxx	a					
		B etc.					
2							
6							
7							

- 1 Indicate all main activities of the Assignment/ job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Authorized Signature:

Name and Title of Signatory:

Name of Firm:



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## **Form 10**

# **Description of Approach, Methodology and Work Plan for Performing the Assignment**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

- a) Technical Approach and Methodology.

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

- b) Work Plan.

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 9.

- c) Organization and Personnel.

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. The manpower requirement given in the TOR is an indicative minimum requirement. The consultant should assess the specific and realistic manpower with reference to specific project package and it should be consistent with the Work Schedule.

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# FORM 11

## Information Regarding any Conflicting Activities and Declaration There of

Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm is not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals/ contract shall be rejected/ terminated by the Employer which shall be binding on us.

Authorized Signature {In full and  
initials}: Name and Title of

Signatory:  
Name of  
Firm:  
Address:

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## **SECTION-4: Brief Scope of Work/ Terms of Reference (ToR)**

### **A. Project Background**

Meghalaya, situated in northeastern India, is a captivating state characterized by its hilly terrain and lush forests. Spanning an area of 22,429 sq.km, it is bordered by Assam to the northwest, north, east, and southeast, while Bangladesh envelops its southern and southwestern boundaries. The landscape of Meghalaya is a breathtaking blend of hills, plateaus, ravines, rivulets, lakes, waterfalls, and majestic gorges that plunge more than 600 meters in depth. Nestled in the heart of the East Khasi Hills district is Shillong, the state capital, renowned as the "Scotland of the East," with an elevation of 1496 meters above sea level. The highest point in Meghalaya, Shillong Peak, stands at an impressive 1965 meters above sea level.

Meghalaya boasts one of the wettest regions globally, with Mawsynram and Cherrapunji (Sohra) in the East Khasi Hills district serving as the epitome of rainfall. Cherrapunji, experiencing an average annual precipitation of approximately 11,430 mm (450 inches) during the monsoon season (May to September), and Mawsynram, located just west of Cherrapunji, witnessing around 17,800 mm (700 inches) of rainfall per year. Rainfall graces the region for an average of 160 days each year, spanning 6 to 8 months from March to October.

Unfortunately, the water bodies in Meghalaya including Shillong have fallen victim to degraded catchment areas, inadequate conservation efforts, and rampant mining activities. This degradation of water quality has had adverse effects on aquatic life and the availability of potable water. Moreover, during the lean season, the dwindling water flow exacerbates the adverse impact on agricultural productivity and other livelihood activities. Due to rapid urbanization (~27.95% decadal increase in population and ~21% urbanization rate), as the demand for water rises, along with the aspirations of the population and the impact of climate change, the future availability of usable water in Shillong (including the urban agglomeration) will specifically face severe strain, potentially leading to increased water conflicts among different user groups. It is crucial to adopt a sustainable and equitable approach to plan, develop, and manage water resources to ensure the state's economic development, safeguard the health and livelihoods of its citizens, and protect its natural assets.

Recognizing these challenges and the need for a comprehensive approach, the Department of Water Resources, Government of Meghalaya, published the Meghalaya State Water Policy in 2019. This policy aims to facilitate holistic development and address the existing water-related issues in the state. It intends to “achieve sustainable development, management and use of Meghalaya’s water resources with community participation to improve health and livelihoods, reduce vulnerability, while assuring good governance for the present and future generations by promoting Integrated Water Resources Management”.

To boost drinking water supply system, the Public Health Engineering Department (PHED) has implemented various schemes, including Piped Water Supply Schemes, Spot Source Schemes and undertaken several programs such as the Rural Water Supply Programme, Urban Water Supply Programme, Centrally Sponsored/ Central Sector Schemes, and other programs. Additionally, the Swachh Bharat Mission (SBM)/ Total Sanitation Campaign (TSC) is being pursued to further enhance water supply initiatives. These schemes and programs mark some of the essential steps taken by the government of Meghalaya to address water-related challenges and ensure the sustainable management and development of water resources in the state.

In line with the state's water policy and the commitment to improve living standards and foster development, the

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introduction of a Supervisory Control and Data Acquisition (SCADA) system/ IoT platform would mark a significant milestone in Meghalaya's journey towards improving the overall water system and reducing UFW (unaccounted for water). The implementation of the SCADA system/ IoT system would contribute to the upgradation, operation, and maintenance of water supply systems. By harnessing advanced technology and automation, the Government aims to enhance the efficiency, reliability, and monitoring capabilities of the water supply infrastructure.

### **Existing Status of Water Supply in Shillong Municipal Area:**

Presently Water is supplied in Shillong municipality area mainly from:

- (i) Municipal Sources &
- (ii) Greater Shillong water supply scheme (G.S.W.S.S).

Outside Shillong Municipality area but within Shillong urban Agglomeration, water is supplied from the following water supply schemes, which were implemented & being maintained by PHED:

- (i) Mawlai Umsohlang WSS for Mawlai.
- (ii) Pynthorumkhrah WSS for Pynthorumkhrah.
- (iii) Umkhen WSS & Lum Demthring for Nongthymmai area.
- (iv) Nongmynsong WSS for Nongmynsong area.

The following water supply schemes in Shillong Urban agglomeration were implemented by PHED but maintenance is done by the local committee.

- (i) Madanrting WSS for Madanrting area.
- (ii) Pohkseh WSS & Lawjynriew Lumiablot WSS for Nongthymmai area.

1. In Mawlai & Nonthymmai area, supply is also made from GSWSS. In areas outside Shillong Municipality, the supply position is more or less adequate & since one single agency i.e PHED is looking after the operation, there is no problem encountered in day to day maintaining the supply.

2. For Shillong Municipal area, Shillong Municipal Board (SMB) is generating and distributing water to Shillong from Seven Municipal Sources including day to day maintenance of the system. The Quantity of water available from the sources is about 0.7 MGD, which is reducing due to deforestation etc. PHE Dept. has taken up scheme for integration of Municipal sources in which tapping points have been repaired, damaged pipeline etc. replaced, new STCs & treatment Plants constructed. In few cases these works are at final stages of completion. By taking up of these measures, discharge from all the sources have increased significantly.

3. The responsibility of P.H.E.D in Shillong Municipality area is to generate required quantity of water from Greater Shillong Water Supply Scheme at Mawphlang Treatment Plant and release to 13 Zonal Reservoirs located in different parts of Shillong City for distribution of water to consumers. The water distribution system is designed for drawal of individual house connection from the common point provided in the distribution network. However, presently water is supplied through zonal reservoirs. With the completion of the Dam, the problem of pumping water due to low water level during dry season has been solved. Further with the construction of the Dam, sufficient water has been impounded for pumping throughout the year.

4. The Water infrastructure available at present for Shillong City from Greater Shillong Water Supply Scheme is approximately 11.3 MGD and 0.7 MGD from Municipal Sources, totalling to 12 MGD. The Shillong Urban Agglomeration comprises of 7 Urban Centres i.e. Shillong Municipal Board Area; Shillong Cantonment Board; Mawlai; Nongthymmai; Pynthorumkhrah; Nongmynsong & Madanrtying. The 7 Urban Centres, Population, Daily

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Water Requirement and Status of Supply is as indicated hereinbelow:

5. Presently to reduce the high UFW present in the system, the system needs to be full proof sound with free from UFW and can able to generate and treat the water to meet the shortfall in the supply. The Project also proposed to lay a higher diameter gravity main to link the WTP's. Beside laying of well-planned distribution networks for the Urban Areas under Shillong Urban Agglomeration needs to be taken care off. The urgent necessity is to reduce high UFW (Unaccounted for Water) prevailing in the existing system, so that water availability in the existing Project is enhanced and able to meet the present & future demand till the ultimate design year. The Project as such, shall envisages replacement of existing CAST IRON (CI) Pipes and Galvanise Iron (GI) Pipes with Ductile Iron (DI) Pipes in the Gravity Main / Feeder Main and Distribution Networks (DI K-7 & K-9) of the Project and accordingly, the Project is being implemented.

The Zone-wise details along with the name & contact no. of the Authorities' Representatives/ Engineers are appended at the end of this TOR for necessary reference of the Consultant.

### **B. Scope of Work:**

Based on the rationale, a multistage work effort has been envisaged. The overarching scope of work includes conducting comprehensive surveys (GIS mapping) and condition assessments of both civil/ electromechanical assets and natural/ man-made water systems within the existing water supply infrastructure of Shillong (including the Urban Agglomeration). The assessment of water resources should focus on the improvement of water service operations and include – GIS mapping of rivers, streams, springs, other water bodies (sources) and the entire water supply infrastructure network.

Based on the As-is assessment, a Water Demand Study including water resource identification and optimization would be undertaken to gauge the future requirements and projections (till 2040). The demand supply analysis should highlight the preparation of an inventory of developmental projects of both surface & ground water projects, involving the water sector and potential strategic/ technical measures to address the existing challenges.

Additionally, zone-level DPRs would be prepared to explore the potential for – additional Water Treatment Plants (WTP), OHR and converting the existing WTPs into Zero Liquid Discharge Water Treatment Plant. The conceptual design of a SCADA architecture for the entire water supply system, along with the preparation of a Detailed Project Report (DPR) and cost estimate for the proposed works, will also be integral to the project. Introduction of the Supervisory Control and Data Acquisition (SCADA) system under the IoT platform will be implemented in order to improving the overall efficiency of the water supply system and reducing the UFW (unaccounted for water). The implementation of the SCADA system/ IoT system would contribute to the upgradation, operation, and maintenance of water supply systems. The consultant would be required to undertake bid process management for commissioning the respective work contracts which includes preparation of bid documents, RFPs and award of contracts. Furthermore, the development of an Operation and Maintenance (O&M) Manual will be included within the Consultant's scope of work.

It is important to note that while the specified tasks form the minimum requirements, additional tasks may be incorporated as deemed necessary to gain a comprehensive understanding of key issues. The detailed scope of work is outlined below.

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## 1. **Review:**

- a) Conduct a comprehensive review of all existing reports, studies, and documentation relevant to the project.
- b) Assess the water market by reviewing existing studies, demand and population projections, and sales data (existing water tariff plan - if any).
- c) The assessment of water resources should focus on the improvement of water service operations and include the following aspects:
  - Preparation of Inventory of the assets of the entire water supply infrastructure starting from the intake to inlet of distribution system (the consultant should also prepare primary grid map in the GIS platform including details of valves, flow meters and other important features etc.)
  - Mapping of rivers, streams, springs and other water bodies on watershed basis for their conservation and sustainable use
  - Water assessment of both surface and ground water for both availability and quality
- d) Compare the findings with well-managed Water Supply Services (WSS) with other Indian hilly town/ cities to recommend realistic consumption statistics for different consumer categories.
- e) Conclude the review with a forecast of demand and water sales, adhering to the guidelines of CPHEEO (Central Public Health and Environmental Engineering Organization).
- f) Identify key parameters of commercial and pricing policies that may influence demand and water sales.
- g) If realistic consumption is lower than current statistics, investigate the reasons by analyzing production, unaccounted for water, leakage/wastage data, and propose plans to reduce consumption and wastage patterns to achieve the projected levels.
- h) Undertake Source sustainability study for each Zone as per zonal planning of distribution of water planned for Shillong Urban Agglomeration.
- i) The entire DPR shall be prepared in line with the guidelines of CPHEEO (Central Public Health and Environmental Engineering Organization), MOUD, Govt. of India.

## 2. **Study of Quantity of Water generation from WTP:**

- a) Conduct a detailed study to evaluate the quantity of water generated by the Water Treatment Plant (WTP) in relation to its designed capacity.
- b) Identify any gaps between the designed capacity and the present production capacity of the WTP.
- c) Determine the reasons behind such gaps and provide appropriate recommendations to bridge the shortfall and achieve the designed capacity.
- d) Conduct a feasibility study to explore the potential for increasing the treatment capacity of the WTP while optimizing changes to retain & use the existing civil structure.
- e) Evaluate possibilities for enhancing treatment capacity through measures such as adopting new technologies or replacing filter media.
- f) Provide suitable recommendations for increasing the treatment capacity of the WTP while ensuring minimal modifications to the civil structure.
- g) Preparation of an inventory of developmental projects of both surface & ground water projects, involving the water sector, considering the demand-supply pattern.

## 3. **Study of Quality of Water generation from WTP:**

- a) Conduct a comprehensive study to assess the quality parameters of the water generated by the Water Treatment Plant (WTP) in comparison to the designed water quality parameters.

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- b) Identify any deviations between the designed water quality parameters and the current production quality parameters of the WTP.
  - c) Determine the reasons behind any gaps observed and provide suitable recommendations to bridge the gap and achieve the desired water quality standards outlined in the latest IS code: IS 10500.
  - d) Analyze the factors affecting water quality and propose appropriate remedial measures to ensure compliance with the prescribed standards.
  - e) Recommend strategies and interventions to achieve the desired water quality parameters, aligning with the guidelines specified in IS 10500.
  - f) Ensure that the WTP consistently delivers water of the desired quality as per the latest standards, thus safeguarding public health and well-being.
4. **Condition assessment of Electromechanical component:**
- a) Conduct a comprehensive and detailed condition assessment study of the electromechanical components within the water supply system.
  - b) Perform necessary tests to monitor the health and performance of the electromechanical components, ensuring their optimal functioning.
  - c) Carry out an energy audit of the water supply system to evaluate and optimize energy consumption.
  - d) Assess the condition and performance of all electromechanical components to identify any issues or areas requiring maintenance or improvement.
  - e) Provide recommendations based on the condition assessment and energy audit findings to enhance the efficiency, reliability, and sustainability of the electromechanical components within the water supply system.
5. **Condition assessment of Civil Structure & Pipeline:** Detailed condition assessment study of Civil structure & Pipeline of water supply system shall be made by the consultant. Necessary test shall be carried out for the health monitoring of civil structure and pipeline.
6. **Specific recommendation based on condition assessment study:** The consultant shall perform detailed study of condition of the electromechanical and civil component of the water supply system and make specific recommendation based on the above study for repair, renovation, rehabilitation, retrofitting and or replacement of civil and electromechanical component of water supply system.
7. **Instrumentation, Control, and Automation system:**
- a) Conduct a comprehensive study of the entire water supply system, ranging from the intake point to the distribution grid.
  - b) Provide specific recommendations for the complete automation of the water supply system.
  - c) Design a robust SCADA architecture for the entire water supply system, ensuring an adequate number of Input/Output (I/O) points.
  - d) The SCADA architecture should account for operation, monitoring, and control of the system from both the Treatment Plant's Local Control Command Centre and the Central Control Command Centre.
  - e) Ensure that the SCADA/ IoT system operates seamlessly in Auto, Semi-Auto, and Manual modes.
  - f) Incorporate provisions in the SCADA system to integrate the entire distribution system, including smart metering and bill generation capabilities.
  - g) Incorporate necessary redundancy provisions in the I/Os to accommodate future system expansions without any difficulties.

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- h) The aim is to establish a reliable, efficient, and integrated instrumentation, control, and automation system that enhances the overall performance and management of the water supply system.
- 8. Central Control Command Centre :**
- a) Design the Central Control Command Centre (to be located centrally) to serve as the central hub for data collection and monitoring.
  - b) The C4 shall collect data from various components, including the Intake well, Raw water rising main, Water Treatment Plant (WTP), Clear water pumping station, Clear water pumping main, and Water Distribution Centers (WDCs).
  - c) Establish connectivity with the City Control Command Centre to facilitate seamless information exchange and coordination.
  - d) The C4 design should include an Engineering station, a historian station, and a real-time data acquisition server to support efficient data management and analysis.
  - e) Design a comprehensive CCTV monitoring system that covers the entire premises of the Intake well, WTP, and booster pumping station compound.
  - f) The goal is to create an advanced and well-equipped Central Control Command Centre that enables effective monitoring, control, and surveillance of the water supply system, enhancing operational efficiency and ensuring timely decision-making.
- 9. Undertake Water Audit** of whole of the command area of each of the water supply system.
- 10. Prepare network plan and review of Hydraulic Modelling** using the available / updated information and analysis of network model using Water GEMS software programme (or similar software) for existing and proposed scenario.
- 11. Undertake temporary flow and pressure measurement** for validation of the hydraulic model results.
- 12. Prepare Estimates and Bill of Quantities (along with Rate analysis and Quotations wherever required):**
- a) Develop estimates and bill of quantities for capital works planning based on the condition assessment findings, targeting rehabilitation, replacement, and/or new electromechanical components as required.
  - b) Ensure inclusion of necessary Flow Meter and Pressure Loggers to enhance monitoring capabilities within the water supply system.
  - c) Provide recommendations for Non-Revenue Water (NRW) assessment and propose an effective Operation and Maintenance (O&M) strategy for the command area.
  - d) Prepare rehabilitation estimates for Civil and, if necessary, E&M components, accompanied by rate analysis and quotations for non-scheduled items as required.
  - e) Align the estimates and rate analysis with the hydraulic modelling conducted by the relevant agency.
- 13. Development of Optimal Staffing Pattern:** The consultant shall compile the existing staff pattern and develop an optimal staff pattern to operate and maintain the water supply system.
- 14. Development of Financial Model:** The consultant shall develop a viable financial model for O&M of water supply system to be operated and maintained by concessionaire for 10 years including revenue sharing model,



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financial implication, and cash flow. The consultants are also expected to identify and assess the risk involved in the project.

15. **Undertake Bid-Process Management:** The Consultant would prepare the Expression of Interest/ RFP/ RFQ/ Tender Document for commissioning of the respective work contracts including formulation of Concessionaire Agreement preparation with equitable allocation of risks between contracting parties, agreement signing with financial closure.
16. **Legal:** Establish and document the financial, labour, and environmental obligations and liabilities. This should include a review of existing employee related liabilities; estimation of cost of any staff reductions program in the privatization option recommended; and a review of environmental obligations if any.
17. **Review of the legal structure of water supply system** in relation to its establishment statutes, its shareholder, municipality, and the preferred institutional arrangement. If required, the Consultant will make recommendations of the required changes or amendments to the legal framework/statutes to accommodate the recommended private sector participation option.
18. **Review existing legislation related to, amongst others,**
  - a. surface water resource management and abstraction,
  - b. competition for and in the water and sewerage services including the role of small scale independent private operators,
  - c. regulation of privately provided water and sewerage services,
  - d. setting of tariffs,
  - e. tax regimes and make all relevant recommendations for the implementation of the selected private sector participation options, including new legislation.
19. **Preparation of Water Supply scheme specific O&M Manual.**
20. **The consultant shall inspect the site and conduct in-situ & laboratory tests** necessary to establish the cause - effect relation.
  - a. Conduct a thorough site inspection and perform in-situ and laboratory tests to determine the cause-effect relationship of the identified issues.
  - b. Based on the findings, design an appropriate repair, rehabilitation, and retrofitting scheme that aligns with the designated design life and performance standards.
  - c. Develop a fitting and establishment scheme for SCADA-specific installations, considering the requirements of the water supply system.
  - d. Gain a comprehensive understanding of the infrastructure up to the primary grid and the inlet of the distribution grid.
  - e. Take responsibility for preparing a detailed estimate with a specified degree of accuracy, ensuring adherence to quality assurance procedures and the creation of comprehensive contract documents for tender invitations.
  - f. Provide detailed specifications, descriptions of work items, rate analysis, and applicable standards.
  - g. Present the report to a group of specified engineers, as identified by the Engineer-in-Charge and the Project Review Committee.
  - h. Highlight the salient features of the report during the presentation and provide supporting literature as necessary.

### C. Requirement of Key Experts:

#	Key Personnel	Minimum Educational Qualifications	Experience
1	Team Leader (TL)	Civil Engineer with Postgraduate Degree in Environmental Engg/ Public Health Engg	<ul style="list-style-type: none"> <li>• 20 years &amp; above</li> <li>• He/ she should have experience of senior Consultancy leadership roles in similar project Planning, design, development, Detailed Project Report and Operation and maintenance of water &amp; sanitation/ Infrastructure sector and should have undertaken at least 2 Eligible Assignments as team leader</li> </ul>
2	Deputy Team Leader (DTL)	Civil Engineer with Post-Graduation in Structural Engg/ Water Resource Engg/ Environmental Engg/ Hydraulics Engg.	<ul style="list-style-type: none"> <li>• 15 years &amp; above</li> <li>• He/ she should have experience of senior Consultancy leadership roles in similar project with Planning, design, development, Detailed Project Report and Operation and maintenance of water &amp; sanitation/ Infrastructure sector and should have undertaken at least 2 Eligible Assignments as deputy team</li> </ul>
3	Electrical Engineer (EE)	Graduate in Electrical Engg	<ul style="list-style-type: none"> <li>• 10 years &amp; above</li> <li>• He / she should have an experience in energy audit, IE Rules and Regulations Energy Audit HT and LT motors, control panels, transformers including O&amp;M Municipal water supply system, water treatment plant and pump house</li> </ul>
4	Mechanical Engineer (ME)	Graduate in Mechanical Engg	<ul style="list-style-type: none"> <li>• 10 years &amp; above</li> <li>• He / she should have an experience in design, Heavy duty pumps, valves, pipe flow, open channel Hydraulics, including O&amp;M, water treatment plant and pump house, Detailed Project Report.</li> </ul>
5	Financial Expert (FE)	MBA in Finance	<ul style="list-style-type: none"> <li>• 10 years &amp; above</li> <li>• He / she should have experience in EPC, PPP model or HAM model for at least two similar projects.</li> <li>• Must have managed a project of Municipal water utility or similar nature for at least five years, should be acquainted with conventional/ plate settler/ tube settler treatment plant, should be aware about all kinds of financial modelling, EPC, PPP models, should be aware about the revenue generation of domestic water supply for water supply distribution networks</li> <li>• Should have managed a Production Cost Optimization for a project in water utility</li> </ul>
6	SCADA / IoT Expert (SE)	Graduate in Electronics &	<ul style="list-style-type: none"> <li>• 10 years &amp; above</li> <li>• He / she must have designed SCADA</li> </ul>

		Telecommunications/ Instrumentation Engg. Desirable - PG in above fields	Architecture for at least two Municipal water supply infrastructure projects.
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The Consultant should propose the support team of sub-professionals in order to support the Key Team for smooth execution of the project.

**D. Time Frame:**

The time frame for completion of the DPR will be nine (9) months.

**E. Outputs and Deliverables**

Under this contract the Consultant's payments will be on output and deliverables based. It is very important for the consultants to note the exact outputs required and their contents. The desired outputs & deliverables under this contract are as shown in the table below. The schedule mentioned below must be as reflected in the work plan for each Project.

<b>Report/ Deliverables</b>	<b>Due Date (From the Work order)</b>
Inception Report	30 <sup>th</sup> Day
Feasibility Report/ Preliminary Project Report (in 2 Hard Copies and soft copy)	120 <sup>th</sup> Day
Draft Detail Project Report (in 2 Hard Copies and soft copy)	180 <sup>th</sup> Day
Final Detail Project Report (in 5 Hard Copies and soft copy)	210 <sup>th</sup> Day preferably within twenty days after comments on draft DPR
Final Tender Document & Bill of Quantities (in 3 Hard Copies and soft copy)	240 <sup>th</sup> Day Preferably within Ten days after approval of Final DPR.
Bid Documents	270 <sup>th</sup> Day
In case of Soft copy, it should be in MS office or MS EXCEL in case of document, AutoCAD format or any '.dwg' format in case of drawings, with editable format and with rights.	

**Reports to be submitted by the Consultant to PHED, Shillong Meghalaya  
CE PHED & to SMB**

All reports, documents and drawings prepared by the consultant are to be submitted to CE, PHED, Meghalaya & to the CEO, SMB for the respective areas falling under Shillong Municipal Board. The consultant should be able to present the project in English (as per the requirement of the client) languages. The analysis of data and the

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design proposals shall be based on the data derived from the primary surveys and investigations carried out during the period of assignment. The sources of data used in the reports shall be indicated with complete details for easy reference.

Time schedule in respect of all such stages has been indicated as above. Consultant shall be required to complete, to the satisfaction of the client, all the different stages of assignment within the time frame indicated in the schedule of submission pertaining to Reports and Documents for becoming eligible for payment for any part of the next stage.

The Consultant shall submit to the client the final reports and documents after completion of each stage of work as per the schedule and in the number of prescribed copies. Further, the reports shall also be submitted in CDs/ Pen-drive in addition to the hard copies. The soft copy shall be in original version and “.pdf” form. Consultant shall submit all other reports mentioned specifically in the TOR.

The time schedule for various submissions shall be strictly adhered to. No time-overrun in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out are completed as stipulated. Consultant is, therefore, advised to deploy sufficient number of supporting personnel, both technical and administrative, to undertake the assignment. As far as possible, the proposal should include complete information such as number of such persons, name, position, period of engagement, etc. The Consultant is also advised to start necessary survey works/data collection from the beginning so-as to gain time in respect of various other activities in that stage.

## **1. Payment to the Consultants**

- (i) The consultancy charges for performance of the services under the contract shall be paid by the client as per payment schedule given in Terms of Reference.
- (ii) The client shall pay the Consultant, the GST on prevailing rates as applicable on the consultancy charges.
- (iii) It is expected that consultant has quoted amount considering all requirements for satisfactory performance of the services included in ToR. If the consultant has not considered any component for performance of the services, no extra payment shall be made on this account.
- (iv) The Consultant will be paid consultancy fee as a percentage of the quoted price of the specific DPR as per the schedule.

## **2. Payment Terms**

The client reserves the right to stop the Consultancy assignment for full or part of the assignment at any stage of its execution by the Consultant in specific cases, if

required by funding agency. In the event of such discontinuation of full or part of the assignment, the Consultant shall be compensated to the extent of the work done by it.

The payment of the consultancy fees at the various stages of the project shall be made as per the schedule mentioned below which is tentative and shall be finalized at the time of negotiations with the selected bidder.

<b>Description</b>	<b>% (Payments)</b>	<b>Cumulative (%)</b>
On submission of Inception Report	10	10
On submission of Feasibility Report/ Preliminary Project Report (in 2 Hard Copies and soft copy)	20	30
On submission of Draft Detail Project Report (in 2 Hard Copies and soft copy)	30	60
On submission of Final Detail Project Report (in 5 Hard Copies and soft copy)	20	80
On submission of Bill of Quantities (in 3 Hard Copies and soft copy)	10	90
On submission of Bid Documents	10	100

### **3. Performance Security**

The successful consultant whose tender is accepted will have to pay Performance Security @ Rs. 10.0 Lakhs in the form of FDR or Bank Guarantee issued by scheduled bank favoring of the MIDFC, Meghalaya at the time of issue of the formal work order. Performance Security shall be returned to the agency after successfully completion of the contract.

### **4. Penalty Clause:**

The time limit for submission of final DPR including Bid Process Management is 270 Days from the issue of work order.

If the project is not submitted in the time- limit the penalty shall be proposed at the rate of 0.3% per day of the project fee to be paid to consultant and maximum up to 10%.

**Zone-wise details along with the name & contact no. of the Authorities' Representatives/  
Engineers**

<b>Sub-Division</b>	<b>Zone</b>	<b>Area covered</b>	<b>JE's In charge</b>	<b>Phone Number</b>
<b>Colony Sub Division</b>	<b>Zone - I</b>	Police Bazar, Jail Road, Oakland.	Smti. Olga Thangkhiew	7005758797
	<b>Zone - VI</b>	Mawroh & Forest colony	Smti. Iba Wahlang	9366820678
	<b>Zone - VIII</b>	Mawlai.		
	<b>Zone - X</b>	Jaiaw, Mawkhar, Mawprem.	Shri. Darald Aliya	7085928727
	<b>Zone - XII</b>	Madanrting, Demthring, Happy Valley.	Smti. Shimti Lyngdoh Tron	9362912360
<b>Water Main Sub Division</b>	<b>Zone - II</b>	Lachumiere, VIP areas, Secretariat Hills, 4½ Mile.	Shri. Mackson Syiem	9862630727
	<b>Zone - IV</b>	Malki, Dhanketi, Risa Colony, Cleve Colony, Motinagar.	Shri. Pynjopthiaw Rymbai	8974110543
	<b>Zone - IX</b>	Lumparing, Laban, Bishnupur (Lumshatsngi), Rilbong, Kench's Trace.	Shri. Pynjopthiaw Rymbai	8974110543
<b>Distribution Sub Division</b>	<b>Zone - III</b>	Laitumkhrach.	Smti. Eva Lyngdoh	8794503756
	<b>Zone - V</b>	Nongthymmai.	Shri. Jerry J Kharsyntiew	8974307672

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## **SECTION – 5**

### **GENERAL CONDITIONS OF CONTRACT**

#### **Section 5: General Conditions of Contract**

##### **1. GENERAL PROVISIONS:**

- **Definitions:**

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the State of Meghalaya as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in RFP;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause-6;
- (d) "Foreign Currency" means any currency other than the currency of Government of India;
- (e) "GC" means these General Conditions of Contract.
- (f) "Government" means the Government of Meghalaya & Government of India.
- (g) "Local currency" means the Indian Rupees.
- (h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this contract;
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the consultants assigned to the performance of the Services or any part thereof;
- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in RFP; and
- (l) "SC" means Special Conditions of the Contract;
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services.

- **Law Governing the Contract**

This contract, its meaning and interpretation, and the relation between the

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parties shall be governed by the Applicable Law.

- **Language**

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

- **Notices**

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail and Electronic mail to such party.

- **Location**

The Services shall be performed at such location as per the TOR attached above.

- **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the Client or the Consultants may be taken or executed by the officials.

- **Taxes and Duties**

The Financial Proposal should clearly identify a total amount inclusive of the all taxes, duties, fees, levies and other charges imposed under the applicable law on the Consultant.

- **Fraud and Corruption**

It is the policy of the MIDFC & PHED Meghalaya to observe the highest standard of ethics during execution of this contract. In pursuance of this policy, if the Client determines that the Consultant and /or its Personal, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, and the provisions of Clause 2 shall apply as is such expulsion had been made under Sub-Clause 2.6. Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.2



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## **2. Commencement, Completion, Modification and Termination of Contract**

### **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties.

- **Commencement of Services**

The consultants shall begin carrying out the Services within ten (10) days after the date the Contract becomes effective.

- **Expiration of Contract:**

Unless terminated earlier pursuant to Clause 2.6, this contract shall terminate at the end of such time period.

- **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the parties and shall not be effective until the consent of the competent authority is obtained.

- **Force Majeure.**

Definition;

For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

- **No Breach of Contract:**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

- **Extension of Time:**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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- **Termination:**

**By the Client:**

The Client may terminate this Contract, by not less than seven (7) day's written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this **Clause 2.6.1** and three (3) days' in the case of the event referred to in ( e ):

- (a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) If the Consultants become insolvent or bankrupt;
- (c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower and includes collusive practice among consultant (Prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**By the Consultants:**

The Consultants may terminate this contract, by not less than fifteen (15) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this **clause 2.6.2**.

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- (a) If the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause - 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or:
  - (b) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days.  
Payment upon Termination.  
Upon termination of this Contract pursuant to Clause 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants.
    - (a) remuneration pursuant to Clause 6 for services satisfactorily performed prior to the effective date of termination.
    - (b) except in the case of termination pursuant to paragraphs (a) and (b) Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### **3. Obligations of the Consultants:**

#### **General :**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to the Client, Conflict of Interests :

#### **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, and agents of either of them, similarly shall not receive any such additional remuneration.

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### **Consultants and Affiliates Not to Be Otherwise Interested in Project:**

The Consultants agree that, during the term of this contract and after its termination, the Consultants and their affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### **Prohibition of Conflicting Activities:**

Neither the Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities.

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this contract; or
- (b) After the termination of this contract, such other activities as may be specified in the RFP

### **Confidentiality:**

The Consultants and Personnel of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **Insurance to be taken out by the Consultant.**

### **Consultant's action Requiring Client's Prior Approval.**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions;

- a) appointing such members of the Personnel not listed, and
- b) Any other action that may be specified in the RFP.

### **Reporting obligations:**

The consultants shall submit to the Client the reports and documents specified in Section-4, in the numbers, and within the periods set forth in the said Section.

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## **Documents Prepared by the consultants to be the Property of the Client :**

All plans, drawings, specifications, designs, reports and other documents submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. Restrictions about the future use of these documents, if any, shall be specified in the GC.

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified

### **4. Consultants' Personnel:**

#### Description of Personnel:

The titles agreed job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of the Consultants' Key Personnel shall be as per RFP.

#### Removal and/or Replacement of Personnel:

- c) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- d) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultants shall, at the Client's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- e) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

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## **5. Obligations of the Client:**

### Assistance and Exemptions:

The Client shall use its best efforts to ensure that the MIDFC / PHED shall provide the Consultants such assistance and exemptions as specified in the RFP.

### Services and Facilities:

The concern ULB/ SMB shall make available to the Consultants the Services and Facilities as required.

## **6. Payments to The Consultants:**

### Remuneration:

The Consultant's total remuneration shall not exceed the Awarded Rate. The quoted rate should be including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Section-4.

### Contract Price:

The price payable in local currency is set forth in the RFP.

### Terms and Conditions of Payment:

Payments will be made to the account of the Consultants and according to the payment schedule stated in the Section-4.

## **7 SETTLEMENT OF DISPUTES**

### **Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement or the interpretation thereof.

If either Consultant objects to any action or inaction of the other Consultant, the objecting Consultant may file a written Notice of Dispute to MIDFC/ PHED, Meghalaya. MIDFC/ PHED, Meghalaya after receiving the Notice of Dispute will consider it and respond in writing within 30 days after receipt. If fails to respond within 30 days, or the dispute cannot be amicably settled within 30 days following the response of that Consultant, Clause GC 7.2 shall apply.

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## **Settlement of Disputes & Arbitration:**

### **7.1 Disputes**

7.1.1 If the Contractor believes that a decision taken by the Engineer-In- Charge was either is not within the authority given to the Engineer- In-Charge by the Contract or that the decision was wrongly taken, the decision may be referred to the Dispute Review Board within 14 days of the notification of the Engineer-In-Charge's decision.

### **7.2 Procedure for Disputes**

7.2.1 The Dispute Review Board shall be constituted with three members, one from Employer, One from Contractor and the other to be nominated jointly by the above two members to give a decision in writing within 28 days of receipt of a notification of a dispute

7.2.2 The Dispute Review Board shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Dispute Review Board. Either party may give notice to the other to refer a decision of the Dispute Review Board to an Arbitrator within 28 days of the Dispute Review Board's written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review Board's decision will be final and binding.

7.2.3 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract(SCC).

### **8.0 THE REPLACEMENT OF DISPUTE REVIEW EXPERT**

8.1 Should the Dispute Review Expert resign or die or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract; a new Dispute Review Expert will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Dispute Review Expert shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

### **9.0 ARBITRATION**

9.1 **The procedure for arbitration will be as follows:**

a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected

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with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting 3 arbitrators one each appointed by the Employer and the Contractor and the third arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by the Employer and the Contractor.

- b) The Arbitration Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by both the parties to reach upon consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by both the Employer and the Contractor.
- c) Deleted.
- d) Arbitration proceedings shall be held in concerned district, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.
- e) The decision of majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by its party itself.
- f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are subject matter of the arbitration proceedings.
- g) Legal jurisdiction: All question relating to this Tender shall be governed by the law of India and shall be subject to jurisdiction of court at Shillong, Meghalaya.

**Sub-consultant**

Not Allowed



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# Section: 6 Standard form of Contract

## Section 1: FORM OF CONTRACT

**CONTRACT FOR:** *{Please insert name of project}* **CONTRACT**

**NUMBER:** *{Please insert project number}* **THIS CONTRACT is made**

**BETWEEN:** {MIDFC, Meghalaya (hereinafter referred to as “the Client”)

**AND:** *{Please insert name of Consultant}* (hereinafter referred to as “the Consultant”)

*{Please insert nodal officer and communication address of the consultant}*

### **WHEREAS:**

**A.** the Employer has requested the Consultants to provide certain Consultancy services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”); and

**B.** the Consultants, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract. NOW THEREFORE the parties hereto hereby agree as follows:

### **1. Documents**

This Contract shall be comprised of the following documents:

- |           |                                                 |
|-----------|-------------------------------------------------|
| Section 1 | Form of Contract Section                        |
| 2         | General Conditions Section                      |
| 3         | Brief Scope of Work/ Terms of Reference Section |
| 4         | Schedule of Prices Section                      |
| 5         | Minutes of Contract Negotiation Meeting         |

This Contract constitutes the entire agreement between the Parties in respect of the Consultants obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

**2.** The mutual rights and obligations of the Employer and the Consultants shall be set forth in the Contract; in particular

- a. The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- b. Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

**2. Commencement and Duration of the Services**

The Consultant shall start the Services on \_\_\_\_\_ *{please insert date}* ("the Start Date") and shall complete them by *{please insert date}* ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

**3. Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed *{please insert total amount in numbers and words}* exclusive of any government tax, if applicable ("the Financial Limit").

**4. Time is the Essence**

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of  
Client Signature  
: Name:  
Date:

For and on  
behalf of  
Consultant  
  
Signature  
:  
Name:  
Date:

Witness on behalf of Client

Witness on  
behalf of  
Consultant

- 1.
- 2.

- 1.
- 2.

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## APPENDIX- I

### FORM OF PERFORMANCE SECURITY

Ref: \_\_\_\_\_ Bank Guarantee: \_\_\_\_\_ Date: \_\_\_\_\_

To,  
,,,,,, MIDFC, Meghalaya

**Dear Sir/Madam,**

In consideration of “....., MIDFC Meghalaya, Shillong ” (hereinafter referred as the “Employer”, which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (herein after referred to as the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer’s Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at \_\_\_\_\_ for **(name of the project)**

\_\_\_\_\_ (hereinafter called the “Contract”) and the Consultant having agreed to furnish a Bank Guarantee to the Employer against the release of retention money as stipulated by the Employer in the said contract for accuracy of the services performed amounting to Rs. \_\_\_\_\_ (in words and figures). We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all amount payable by the Consultant to the extent of \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to

postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to and it shall remain in force upto and including time for such period (not excluding one year), as may be desired and shall be extended from time to time.

This guarantee has been executed \_\_\_\_\_ on whose behalf

Dated this \_\_\_ day of 2023 at \_\_\_

WITNESS \_\_\_\_\_

(signature)

(signature)

\_\_\_\_\_  
(Name) \_\_\_\_\_ (Name) \_\_\_\_\_

(Official Address) Designation (with Bank stamp) Attorney as per Power of Attorney

No. \_\_\_\_\_

Dated \_\_\_\_\_

Strike out whichever is not applicable.

@ The date will be eighteen months after the date of commencement of services. However its validity should be extendable if requested by the MIDFC, Meghalaya, Shillong .

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

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## Volume-II

### Financial Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Name of the Project

We undersigned, offer to provide services for "..... (name of project) in accordance with RFP dated xx/xx/xxxx and our Technical Bid. Our attached financial bid is lump sum of INR \_\_\_\_\_ [Insert amount(s) in words and figures] exclusive of GST INR \_\_\_\_\_ [Insert amount(s) in words and figures] and any other applicable taxes.

The total cost for the services shall be INR \_\_\_\_\_ [Insert amount(s) in words and figures].

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

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## Summary of Costs

Item	Cost
Cost of the Financial Proposal	Amount in INR
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}	
2. {insert type of tax e.g., CGST,SGST,IGST}	
3.	
4. {insert type of tax}	
<b><u>Total Estimate for Indirect Local Tax:</u></b>	