

MEGHALAYA ECOSYSTEM SERVICE MANAGEMENT ACT

Ecosystem is the interaction of the different organisms with their physical environment including human beings which plays an important role in shaping the services and goods provided by the environment to all living things. However, in the past recent decades with the increase in human population there has been an increase in the anthropogenic activities to meet the increasing demand resulting in a change in the ecological services and goods. Thus, there should be a judicious use of the natural resources so that it will not affect the future generation which can be possible only through laws and policies.

The objective of the Meghalaya Ecosystem Service Management Act is embarking upon a path to provide legal support to the ecosystem based approach for long-term sustainability of its natural resources. Professional legal assistance is required from a team of legal professionals, comprising core resource persons and domain experts having experienced exclusively in the field of environment law. In addition to it, there are also many Acts which are implemented for the protection and conservation of the natural resources which are of the following:

- **The National Green Tribunal Act, 2010 (NGT)** enables the creation of a special tribunal to handle the expeditious disposal of the cases pertaining to environmental issues to assure the citizens of India the right to a healthy environment.
- **The Scheduled Tribes and Other Traditional Forest Dwellers Act, 2006** links with the performance of the ecosystems of delivering the ecological services for livelihoods.
- **The Protection of Plant Varieties and Farmers' Rights Act, 2001** provides the establishment of an effective system for protection of plant varieties, the right of farmers and plant breeders and to encourage to development of new varieties of plants.
- **The Biological Act, 2002** is for the protection of the biological diversity in India and provides sustainable use of its components and fair and equitable sharing of benefits arising out of traditional biological resources and knowledge.

- **The Environment Protection Act, 1986** is for the protection and improvement of the human environment and the prevention of hazards to human beings, other living creatures, plants and property.
- **The Indian Forest Act, 1927** sought to consolidate and reserve the areas having forest cover or significant wildlife, to regulate movement and transit of forest produce, and duty leviable on timber and other forest produce.

SECTION-I

1. INVITATION OF BIDS

1.1. In view of the need to have an Ecosystem Services Act for the State of Meghalaya, the Chief Executive Officer, Meghalaya Basin Development Authority, Shillong, invites for bids referred to in the Terms of Reference (TOR) from Consultants/Institutions/Firms through their expression of Interest (E.O.I).

1.1.1 Detailed Terms and Conditions :-

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

- (a) Rate should be quoted clearly in figures and in words and should be inclusive of all taxes and charges wherever applicable.
- (b) To sign all pages of the document and clearly write the name of the work to be carried out by them.
- (c) The accepted bid and rates therein shall not be subjected to alteration or revision and shall remain valid till final submission of the report.
- (d) The firms themselves shall be directly and solely responsible to the Agency/Department and not the person(s) empowered by the court with the power of attorney for all purposes and intent, except when cited otherwise.
- (e) Work should be completed within 6 (six) months from the date of issue of final order by the MBDA
- (f) No sub contract to other firms/ organization/ govt. undertaking will be allowed.
- (g) Consultants/Firms should submit along with a certificate and court certified copy of power of attorney of one or more of the agent to operate, sign the agreement, received payment on their behalf. However, the MBDA liability is to the consultant only and not to the person having the power of attorney.
- (h) If everything being equal, the MBDA will give preference to the consultant having experience in similar works.
- (i) For settlement of any dispute and matter whatsoever, decision of the accepting authority will be final and binding on the consultant and subject to Shillong jurisdiction only.
- (j) The MBDA is not liable to accept the lowest quoted rate in the financial bid but weightage on acceptance of bids would also be considered from the Technical Bids received to be evaluated by the Technical Expert Committee to be constituted.
- (k) Any proposal in which any of the prescribed terms and conditions indicated herein are not fulfilled or are incomplete in any respect are liable to be rejected.
- (l) The MBDA shall not be responsible for supplying any data, or any back up information.
- (m) The consultants shall be fully responsible for any delay in completion of the final report beyond the prescribed limit of 6 (six) months and penalty may be imposed

at the rate to be mutually agreed upon between the MBDA and the consultant in the final agreement.

(n) All expenditure including transport and haulage at any place shall be the full responsibility of the consultant.

(o) Supporting Documents:

The supporting documents and information to be submitted are: -

(a) Profile of the bidder organization with background and management structures including document supporting separate legal status of the same.

(b) Comprehensive plan for fulfilling the set objectives.

(c) Details of the infrastructure available for carrying out the assignment.

(d) Past experience of the same or similar nature of work and work in hand, if any, with brief information on the same.

(e) Experience of key personnel, qualification, and relevant experience

(g) Experience of working in the North Eastern Region, if any.

1.2. **TERMS OF REFERENCE** :-

1.2.1 **Objective:**

The state of Meghalaya is embarking upon a path to provide legal support to ecosystem based approach for long-term sustainability of its natural resources. Professional legal assistance is required from a team of legal professionals, comprising core resource persons and domain experts having experienced exclusively in the field of environment law. This team is required to assist and give professional legal inputs to the Meghalaya Basin Development Authority (MBDA) for drafting a comprehensive Ecosystem Services Act for the state of Meghalaya. This team is required to assist the MBDA in developing a precise and concise piece of legislation addressing the issues related to integrated management of all resources in the state effectively, keeping in view the constitutional uniqueness of the State.

1.2.2. **The Scope of work**

1. To prepare a draft of the 'Ecosystem Services Act' for the state of Meghalaya on the basis of the data collected by the organization/firm and after having undertaken detail study of the nature and topography of the state, the land tenure system, tradition of the people and other unique features of the state which may have a bearing on the framing of the Act
2. Conduct at least two focused group consultations before finalizing the draft of the Ecosystem Services Act.
3. The Act shall have provisions for restoration and safeguarding of ecosystem and improving its services by making appropriate interventions.
4. The Act shall have provisions for addressing the growing imbalance in the delivery of ecosystem services due to human activities.
5. The Act shall aim at achieving an integrated management of bio-resources, land and water for greater benefit of communities reliant upon these resources.
6. There shall be provisions for "Payments for Ecosystem Services" (PES), by which incentives are offered to land owners in exchange for managing their land to provide some sort of ecological service.

1.2.3. **Key result expected**

1. Drafting of the Ecosystem Services Act for Meghalaya so as to address the specific issues related to Ecosystem management in the state in view of its unique constitutional sixth schedule status.

1.2.4. **Activities**

The following activities are expected to be performed by the consultants:-

- (a) Collection of data and discussion with the State Govt. officers
- (b) Series of both formal and informal consultation with legal Experts, Administration, Policy makers, Researchers and Activists (Shillong) and the Tribal Councils – to gather inputs for the legal design for the Act.
- (c) Gathering of legal materials (Statutory Precedential and Administrative).
- (d) Drawing lessons from experience in the field (at the grassroots)- from line agencies, local bodies, research and voluntary organization and communities and at the Policy-making levels – senior levels of administration, related agencies of state, law and policy maker.
- (e) Assessment of existing laws, regulation, orders, operating rules and forest rights etc.
- (f) Preparation of draft report
- (g) Preparation of final report

1.2.5. **Eligibility**

- 1) The bidder should have undertaken assignment on developing and strengthening the regulatory and institutional framework on Ecosystems with specific reference to the objectives under the framework laws on ecosystems or any other law related to ecosystem management.
- 2) Preference will be given to the bidders having a prior experience of working in the state of Meghalaya or any North East States given criticality of thoroughly understanding special circumstances prevailing in the state due to its unique constitutional position. Preference would be given to those who have worked in any policy/legal /regulatory matter related to ecosystems in the state.
- 3) The bidder should have track record of providing advisory consultancy services to government and reputed international organizations on any areas concerning natural resource laws.

1.2.6. **To apply**

All bids should be sent to the Deputy Chief Executive Officer, Meghalaya Basin Development Authority, Nongrim Hills, Shillong-793003, Meghalaya, in a closed envelop. Submit the technical and financial bids in the separate envelopes with the name of Project. Consultant/Firm will be contacted and invited for presentation wherever required.

Travel/lodging and boarding will be borne by the respective Firm/Consultant. Meghalaya Basin Development Authority reserves all the rights to reject any application if it does not match with their stated requirements. The deadline for receiving the bids is as stated in the notice.

1.2.7. **Time Frame**

The assignment is to be completed within a period of 6 (six) months.

SECTION - II

2. INSTRUCTION TO BIDDERS

2.1. General

- 2.1.1. The bids are invited for the works referred to in the Terms of Reference (T.O.R) vide 1.2 from the legal Consultant firms.
- 2.1.2. The applicant, before bidding, shall carefully study the conditions and the details appended herein. In case the applicants have any doubts and requires clarification, they shall obtain from the client at the contact address given above.

2.2. Bidding

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

2.3. BID VALIDITY

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

2.4. COST OF BIDDING

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

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

- 2.5.1. The bidder is advised to be acquainted with the different features of the State, its unique constitutional status, customs, traditions, etc and obtain for himself, on his own responsibility, all information that may be necessary for preparing the bid and entering into a contract. The cost for such exercise shall be at bidder's own expense.

- 2.5.2. The bidder is advised to intimate the client of any proposal for any inspection of the area of study for necessary action, but only upon such conditions that the bidder shall be responsible for himself of any personal injury (whether fatal or otherwise), loss or damage to property and any other loss, damage, cost and expenses whatsoever.

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

- 2.6.1. The financial bids of only the shortlisted consultants will be considered for evaluation.
- 2.6.2. If the bid is made by a proprietary firm, it shall be signed by the proprietor above his fully typed/ written name, name of his firm with current address and registered office with the office stamps.
- 2.6.3. If the bid is made by a partnership firm, it shall be signed by all the partners of the firm above their fully typed / written names and current addresses or alternately by a partner holding a valid power of attorney for the firm from all the partners for signing the bid, in which case a certified copy of the power of attorney shall accompany the bid, including the certified copies of the partnership deed, current address of the firm and the full name and the current address of the partner in India and their registered office. It should also clearly state that which member of the partnership would be acting as a lead member on behalf of the partnership in all its relations and communication with the client.
- 2.6.4. If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding a valid power of attorney, which should accompany the bid. Such limited company or corporation may be required to furnish satisfactory evidence of its existence if job is to be awarded. They should also furnish the articles of memorandum and certificate of incorporation of the Company.
- 2.6.5. If the bid is made by a joint venture of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state which member of the joint venture will be acting as lead member on behalf of the joint venture. The sponsoring firm shall also furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the general group of firms and for completion of the job. Powers of attorney from each member shall authorize the lead member to submit the tender and to negotiate the proposal on their behalf and complete the job in all respect.
- 2.6.6. If, in connection with the performance of the consulting services any group member intends to borrow, hire temporarily personnel from other firms, he must include in their proposal all relevant information about such personnel alongwith written approval from his parent firm. In such cases the bid will be acceptable only if those firms disqualify themselves from work on this Project (including tendering related to any goods or services for any other of the Project other than that of Consultant and/or designer).
- 2.6.7. Each bidder is required to declare and confirm in the tender document that no agency commission or any payment that may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount.
- 2.6.8. All witnesses and sureties shall be from persons of stature and probity and their full names, occupations and address shall be stated below their signatures.

2.7. DISQUALIFICATION OF THE FIRMS.

- 2.7.1. Not more than one tender shall be submitted by the one consultant or one firm of consultants or joints venture. Under no circumstances will a father or son(s) or other

close relative who have business dealing with one another be allowed to tender for the same contract as separate competitors. A breach of this condition will render tenders of both the parties liable for rejection.

- 2.7.2. Joining together of two or more Consultant's team who have applied separately for issue of tender documents, to submit a single tender will not be permitted.

2.8. LOCATION OF SITE OFFICE AND LANGUAGE:-

- 2.8.1. All reports and documents shall be prepared and submitted in English only.
- 2.8.2. All correspondences shall be in English only. Management staffs and advisors should be proficient in speaking and writing English.
- 2.8.3. The Consultant's core team shall be based anywhere in the Meghalaya. However, if any work is to be done outside Meghalaya, the bidder shall clearly indicate the parts of works he proposes to do outside.

2.9. MODE OF PAYMENT

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

2.10. CONTACT ADDRESS FOR FURTHER INFORMATION

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

- (a) The Deputy Chief Executive Officer
Meghalaya Basin Development Authority
Nongrim Hills
Meghalaya, Shillong
Tel No.0364-2502577(0)

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

2.11. AMENDMENT OF BIDDING DOCUMENTS:

- 2.11.1. At any time prior to the dead line for submission of bids, the client may, for any reason, whether at his own initiation or in response to a clarification requested by a prospective bidder modify the bidding documents by the issue of an Addendum/Amendment.
- 2.11.2. The addendum / Amendment will be sent in writing or by fax to all prospective bidders who have purchase the bid documents and will be binding upon them. Prospective bidders shall promptly acknowledge receipt thereof by fax to the client.

2.12. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

2.12.3. No bid may be modified subsequent to the last date and time for submission of bid.

2.12.4. Withdrawal of a bid during the interval between the last date and time for submission of bid and the expiry of the period of bid validity specified under clause 2.3.1 will not be allowed.

2.13. TECHNICAL PROPOSAL :

Under this section, particulars regarding the following shall be furnished:

2.13.1. This bidding document duly signed and without quoting the price bid and without detaching any page and duly accepting all the terms and conditions and duly enclosing the requisite details in original in a separate sealed envelope shall be submitted under this package.

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

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

2.13.4. A detailed overall work programme giving the time schedule of different activities of work and intermediate milestones to suit the stipulated time frame.

2.13.5. A task list of deliverables and delivery dates and the person responsible for performing the deliverables.

2.13.6. The manner the consultancy work is proposed to be performed at different locations i.e. at Shillong or other places in Meghalaya.

2.13.7. Any other relevant information, which the bidder desires to submit.

2.13.8. The details of the similar assignments completed in the last five years would be given including the name of the client, the cost of the work done and performance certificates from the clients.

2.13.9. The Composition of the team of experts which the bidder proposes to provide at each stage for this assignment as per the terms of reference with clear description of the responsibilities of each key staff member within the overall work programme.

2.13.10. The name, background, qualification and professional experience of each key staff including team leader to be assigned to the work with particular reference to their experience on a similar nature of work. The majority of the key staff must have been regular members of the firm at least for the period of six months.

- 2.13.11. Curriculum vitae of the senior officer in Head Quarters office of the firm who will be responsible for the overall supervision of the team.
- 2.13.12. The name, background and curriculum vitae of any sub-contracted staff with their consent letter who will be employed on the project.
- 2.13.13. No information related to estimated cost or financial terms of your service should be included in the Technical Proposal.
- 2.13.14. The technical proposal shall also accompany all the details about the firm in pursuance of clause 1.1.1(o)

2.14. FINANCIAL PROPOSAL

- 2.14.1. This proposal clearly labeled Financial Proposal on the Envelope shall comprise of :-
 - (a) Financial Proposal as per Annexure II & Appendix 'A'
- 2.14.2. The lump sum prices quoted by the firm shall include all the costs associated with the contract. These will cover remuneration for experts and staff, transportation, equipment, printing of document, site visits etc.
- 2.14.3. The lump sum price shall be inclusive of all tax liabilities. The consultancy service tax as paid in India shall be reimbursed as per actual by the client on production of documentary proof thereof which are specifically relevant to this assignment.
- 2.14.4. The lump sum price shall be quoted in Indian Rupees only.

2.15. SUBMISSION OF BIDS

- 2.15.1. The bidder shall keep all documents comprising "Technical Proposal", "Financial Proposal" and "Bid Documents" in separate envelopes, duly marked as "Technical", "Financial" and "Bid Documents" and sealed.
- 2.15.2. All sealed covers are to be kept in a single cover and sealed.
- 2.15.3. The Inner and outer envelopes shall be addressed to the Deputy Chief Executive Officer, Meghalaya Basin Development Authority, Nongrim Hills, Meghalaya, Shillong-793003 and shall bear the following identification.
- 2.15.4. The inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late or is otherwise unacceptable. If the outer envelope is not sealed and marked as instructed above, the clients will assume no responsibility for the misplacement or premature opening of the bid submitted. A bid opened prematurely for this cause may be rejected by the client and returned to the bidder.
- 2.15.5. Bid documents may be submitted by the bidder either in person or through an agent or by post. In case of submission of bid documents by post, the risk and responsibility for either loss or delays in transit of the same is to be borne by the bidder and the bid opening authority will not consider any bid documents received after expiry of time and date fixed for receipt of bid document. Telegraphic bids will not be accepted.

- 2.15.6. Late or delayed bids will not be accepted under any circumstances and will be returned unopened.
- 2.15.7. If for any reason the office happens to remain closed on the last date of receipt of bids, the bids will be received and opened on the next working day at the same time and at the same venue.

2.16. **BID OPENING**

- 2.16.1. Bids will be opened, in the presence of bidders, representatives who choose to attend, at the time and date specified in the notice at the office of the Deputy Chief Executive Officer, Meghalaya Basin Development Authority, Nongrim Hills, Meghalaya, Shillong-793003.
- 2.16.2. The client will examine the bids for completeness of submittal to ascertain whether they are complete in all respect and generally in order. The financial proposal will however be placed separately and held by the client.
- 2.16.3. To assist in the examination, evaluation and comparison of bids, the client may ask bidders individually for clarification on their bids. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought offered or permitted.

2.17. **EVALUATION OF PROPOSALS**

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

2.18. **EVALUATION OF TECHNICAL PROPOSALS**

- 2.18.1. The following criteria will be applied for evaluation of the Technical Proposals (Total points 200).
- i. Understanding and comprehension of work involved in the identification of key issues, an appreciation of the project constraints and special requirements (Maximum point — 50)
 - ii. General approach methodology and work programme indicating immediate milestones proposed within the specified time schedule and innovative ideas proposed to be applied (Maximum point — 30)
 - iii. Company profile. (Maximum point — 30)
 - iv. Similar projects executed in the last Five years. (Maximum point — 30)
 - v. Composition of the team experts proposed to be assigned for the work at each stage and responsibility thereof. (Maximum point — 20).
 - vi. Experience, qualification and competence of key personnel proposed for the assignment. (Maximum point — 40).

- 2.18.2. For this purpose, curriculum vitae of key personnel as proposed to be assigned in each discipline giving their qualification and experience be included suitably. Their rating will be carried out based on their qualifications, past experience in similar type of assignment and stature. Their experience in North East Region if any, will be given due considerations.
- 2.18.3. Competence, experience, understanding and approach of the consulting service shall be considered as the paramount requirement for the technical acceptance of the proposal. The bids whose technical proposal scores a minimum of 70% marks shall be considered for evaluation of their financial bids.
- 2.18.4. After the Technical evaluation is completed, the Client shall notify those consultant whose proposals didn't meet the minimum qualifying points as mentioned above or were considered non-responsive by the committee as the Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying points, indicating the date and time set for opening the Financial Proposal

2.19. **EVALUATION OF FINANCIAL PROPOSALS**

- 2.19.1. The Financial Proposal shall be opened in the presence of the consultant/their representatives who choose to attend. The name of the Consultant, Technical Evaluation points, and the proposed prices shall be read aloud and recorded when the proposals are opened. The Client shall prepare minutes of the financial bid opening.
- 2.19.2. The Tender Committee for Evaluation will determine whether the Financial Proposals are complete. All the tender prices will be computed in Indian Rupees only.

2.20. **FINAL EVALUATION**

- 2.20.1. The Financial proposals of those consultants bidders who have secured the minimum qualifying marks (i.e. 70%) in the technical proposals, shall be opened and the amount of lowest financial proposal shall be noted for further evaluation based on CQCCBS (Combined Quality cum Cost Based Selection) system as stipulated in succeeding clauses. In case the number of qualifying bidders is less than three, the criteria would be lowered to have three qualifying bidders.
- 2.20.2. Weightage for the proposals shall be:
- (a) Technical quality of the proposal = 70%
 - (b) Cost of financial proposal = 30%
- 2.20.3. To workout the weightage to be given against technical quality, the highest secured point in Technical evaluation (say T_1 , against Clause No. 2.18) shall be given weightage of 70 points. Weightage points (i.e. P_2 , P_3 , P_4 etc) to other bidders can be worked out proportionately as under.

$$P_2 = 70 \times T_2 / T_1,$$

Where T_2 is the point secured by second bidder in technical Evaluation and P_2 is the weightage Point shall be awarded to second bidder

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

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

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

2.21. **CONFIDENTIALITY OF PROCESS**

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

2.22. **AWARD/ SIGNING OF AGREEMENT**

- 2.22.1. Prior to the expiration of the period of bid validity, the client will issue a letter of acceptance to the successful bidder, on approval of competent authority. The issue of the letter of Acceptance shall constitute the formation of the contract and consultant shall commence the work immediately thereafter on receipt of Notice to proceed.
- 2.22.2. The successful bidder has to sign the agreement within a period of 15 days from the date of communication of acceptance of his bid.
- 2.22.3. After Acceptance and signing of contract Agreement (Appendix B), the client will inform the unsuccessful bidders and return the Tender documents as submitted by them.

In case the successful bidder is a joint venture of certain firms, the bidder immediately on receipt of acceptance letter shall submit the joint venture agreement between the firms.

2.23. **FALSE INFORMATION**

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

2.24. **STAGE PAYMENT**

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

Activity/ Submission	Percentage of Lump Sum
1. Inception Report including other activities till the submission of draft report.	10%
2. Submission of Mid-term report	25 %
3. Submission of final Act after incorporating relevant views/comment from various quarters.	25%
4. Finalization and approval of the Act	40%

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

2.25. **FINAL PAYMENT**

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

SECTION - III

3. GENERAL CONDITIONS OF CONTRACT

3.1. LIABILITY BETWEEN THE PARTIES

3.1.1. Liability of the Consultant

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

3.1.2. Compensation

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

3.2. LIMIT OF COMPENSATION AND INDEMNITY

3.2.1. Limit of Compensation.

The maximum amount of compensation payable by consultant in respect of liability under Clause 3.1 shall be 25% of the amount of consultancy agreement. However the client reserves the right to reduce or waive off the amount of compensation on merit and justification of the circumstances. The limit is without prejudice to any agreed compensation specified under clause 3.4.

3.2.2. Indemnity

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

3.3. FURTHER PROPOSALS

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

3.4. DELAYS BY CONSULTANT

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

of the contract amount subject to maximum of 10% of the contract amount. This compensation shall be in addition to the liability under clause 3.2.

3.5. CHANGED CIRCUMSTANCES

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

3.6. ABANDONMENT, SUSPENSION OR TERMINATION.

- 3.6.1. If at any time after conclusion of agreement, the client decide to abandonment Project in full or part thereof for any reasons, he may by giving 30 days notice in writing to the consultant, terminate this agreement in full or part as the case may be. Alternatively if the Project or any part thereof is suspended, client may, in lieu of terminating this agreement, intimate the consultant in writing to suspend the carrying out of his services under this agreement for the time as decided by the client at the time of suspension. However, if the suspension is ordered for reasons other than the default of consultant, the consultant shall be entitled to an extension of time equal to the period of every such suspension plus a reasonable period not exceeding 42 days for resumption of the work as per clause No.3.5.2.
- 3.6.2. In case of default of the consultant by way of not adhering to the time schedule laid down for the services to be rendered in the agreement and or not carrying out the service with due diligence at any stage or fails to comply with any of the terms of this agreement, the client may terminate this agreement and get the balance consultancy service completed through any other agency and or means at the risk and cost of the consultant. The extra cost incurred by the client in doing so, over and above, the amount that would have become payable to the consultant for the balance consultancy service shall be recovered from the payment due to the consultant. In case inadequate or no amount payable, to the consultant is available with the client the consultant shall pay the same on demand from the client. However, in case the cost of completion of balance consultant service is less than that would have become payable to the consultant for the same, the advantage shall accrue to the client.

3.7. RIGHTS AND LIABILITIES OF PARTIES

- 3.7.1. Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the parties.
- 3.7.2. After termination of the Agreement, the Provision of Clause 3.2 shall remain in force.

3.8. COPYRIGHT

- 3.8.1. The Client shall have the copyright of all the document prepared by the Consultant in performing the services under the agreement provided that:
 - (a) The Consultant can retain copies of all such document prepared by them.

- (b) The Consultant can use the purely technical contents of all such documents for his professional purposes.

3.8 **FORCE MAJEURE**

- 3.8.1 The consultant shall not be liable for delay in completion of the assignment, in the event of such delays being due to Force Majeure, which will include war (declared or undeclared), riot, invasion, act of foreign enemies, hostilities, revolution, rebellion, insurrection, military or usurped power, damage from air craft, civil commotion, fire other than those caused due to negligence on the part of the consultant or his partner/employees unrest (other than those by the consultant's labour or employees) which is beyond the control of Consultant.
- 3.8.2 Intimation of the happening of any such occurrence mentioned in clause 3.8.1 and cessation thereof, shall be given by the consultant to the Client within 7 (seven) days of its happening or cessation and a representation may be made to the Client for extension of the date of completion of the said work. Subject to as herein after provided the Client shall, on receipt of such representation, and on the reasons and duration for delay being established and accepted, as due to Force Majeure extend the period of completion of the said work by the period agreed to as above. The decision of Client in the matter of extension shall be final and binding.

From,

To,

The Deputy Chief Executive Officer
Meghalaya Basin Development Authority
Nongrim Hills, Shillong - 793003
Meghalaya.

FINANCIAL PROPOSAL

Sub :- Drafting of Ecosystem Services Act for the State of Meghalaya.

Sir,

I/ We _____ consultant/ consultancy firm
herewith attach Appendix 'A', indicating the lump sum price proposal, for selection
of my/ our organization for consultancy services for the subject work.

Yours faithfully,

Signature

Full Name

Designation

Address

(Authorised Representative)

APPENDIX 'A'

To,

The Deputy Chief Executive Officer
Meghalaya Basin Development Authority
Nongrim Hills, Shillong - 793003
Meghalaya.

FORM OF BID

Sir,

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

 (a) Rs. _____/-
 (Rupees _____) only for “drafting a
 _____ ecosystem services Act for Meghalaya”.
2. Until and unless a formal agreement is prepared and executed, this tender together with our written acceptance thereof shall form a binding contract between us.
3. We agree to abide by this bid for the period of 180 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted any time before expiration of that period.
4. We understand fully that you are not bound to accept the lowest or any bid received.

Yours faithfully

Signature

Full Name

Designation

Address

(Authorised Representative)

FORM OF AGREEMENT

This agreement made this _____ Day of _____ 20____
between the Deputy Chief Executive Officer, Meghalaya Basin Development Authority,
Nongrim Hills, Meghalaya, Shillong-793003 (hereafter called " the Client") on one hand and
on the other hand * _____
_____ (hereafter called "the
Consultant"), for preparation of Ecosystem Services Act.

*** For Joint Venture**

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

- a)
- b)

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Client / Authorised Representative

Signature _____

Name _____

Witness :

Signature _____

Name _____

Address _____

_____.
_____.

Address

Consultant/ Authorised Representative

Signature _____

Name _____

Address _____

_____.
_____.

Witness :

Signature

Name

Address

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