

ADDENDUM

**Last Date : 28<sup>th</sup> February 2006 (1300 hrs.)**



**TENDER DOCUMENT**

**FOR**

**CONSULTANCY SERVICES**

**FOR**

**PRE PROJECT ACTIVITIES FOR**

**MEGHALAYA'S STATE WIDE AREA NETWORK**

**FOR THE**

**MEGHALAYA INFORMATION TECHNOLOGY SOCIETY,**

**GROUND FLOOR, NIC BUILDING, SHILLONG - 793001**

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**NOTICE INVITING TENDER**

**FOR**

**CONSULTANCY SERVICES FOR PRE PROJECT ACTIVITIES OF  
MEGHALAYA'S STATE WIDE AREA NETWORK (MSWAN)**

Ref: No. \_\_\_\_\_

Date \_\_\_\_\_

01. Sealed Tenders in prescribed format, duly affixed with non-refundable Court Fee Stamp(s) of Rs. 2000/- (Rupees Two Thousand) Only and supported with refundable Earnest Money of Rs. 2,00,000/- (Rupees Two Lakhs) only in the form of Call Deposit Receipt/ Demand Draft from any branch of State Bank of India drawn in favour of the Meghalaya Information Technology Society, Shillong and payable at Shillong are hereby invited from reputed Consultancy/ IT/Telecommunications companies/ firms for providing consultancy services to the Society in respect of pre project activities pertaining to Meghalaya State Wide Area Network. Tenders submitted without court fee stamp and Earnest Money will be summarily rejected and any other mode of payment will not be acceptable.

02. Detailed Terms and Conditions of this Tender and Tender Papers in prescribed Format may be obtained from the Special Officer, Information Technology, Ground Floor, NIC Building, Shillong on any working day upto 4 PM on 24th February 2006 on payment of non-refundable amount of Rs. 3,000/- (Rupees Three Thousand) only through Bank Draft or Indian Postal Order payable to the Meghalaya Information Technology Society, Shillong. Detailed tender information and tender documents can be downloaded from the Government of Meghalaya official website (<http://meghdit.nic.in>) but must be accompanied by non-refundable Bank draft or Indian Postal Order for the said amount along with the bid.

03. The Tenders must be deposited in the tender box available at the Meghalaya Information Technology Society, Ground Floor, NIC Building, Shillong during office hours upto 1300 hrs on 28th February 2006. Tenders may also be sent by registered post/ courier provided they are delivered to the Meghalaya IT Society by 1300 hrs on 28<sup>th</sup> February 2006. In case any clarifications are required on this document, the same may be sought in writing from the Secretary, Meghalaya Information Technology Society or by means of emails addressed to [pankajjain2k@gmail.com](mailto:pankajjain2k@gmail.com)

Secretary  
Meghalaya Information Technology Society



# [Pre - Qualification cum Technical Bid]

## I. Introduction

The Meghalaya Information Technology Society has been retained by the Information Technology Department, Government of Meghalaya, as the nodal agency for e-governance initiatives in the state. The department has identified the establishment of the Meghalaya State Wide Area Network (MSWAN) as one of its key projects on core IT infrastructure. This NIT invites proposals for provision of consultancy services to assist the Meghalaya IT Society in respect of pre project activities pertaining to SWAN as enumerated in this document.

## II. Bid Schedule

As the execution of tasks envisaged in this NIT is a time bound assignment, the Department has established the following schedule for various activities. All Bidders are required to respond expeditiously to enquiries during the evaluation process to facilitate timely completion of the study.

Task	Completion Date
Issue of Bid document	10 <sup>th</sup> February 2006
Receipt of Bids	28 <sup>th</sup> February 2006 (1300 hrs)
Opening of Technical Bids	28 <sup>th</sup> February 2006
Opening of Financial Bids	To be intimated later

## III. Amendment of Invitation.

At any time prior to the deadline for submission of Bids, the Department reserves the right to add/modify/delete any portion of this document by issue of an addendum, which will be sent to all Bidders who have indicated their intention to Bid. The addendum shall be binding on all Bidders.



#### **IV. Objectives:**

Considering the need for creating reliable access network throughout the country, State Wide Area Network (SWAN) has been identified as one of the Mission Mode Projects under the National e-Governance Plan. The SWAN scheme proposes to establish a minimum 2 Mbps connectivity upto the block level through extension and creation of SWANs across the country. Govt. of Meghalaya has decided to implement SWAN for the state in accordance with the guidelines of the Department of Information Technology, Govt. of India. A State owned high-speed network will be utilized for the State's e governance initiatives. In addition it may also be used to:

- Provide infrastructure and network services to Government agencies, business entities, educational institutions etc
- Provide connectivity services to promote ICT based entrepreneurs include CSC franchisees or operators
- The State owned network will provide affordable bandwidth to large sections of the community.
- State Government can extend its network capability for disaster management, to defence and other para-military services who would require a reliable, sturdy and secure communication channel.
- Government can use this network to provide solutions for voice, video and data solutions to residential connections with suitable applications
- The availability of a reliable, robust and scalable State WAN infrastructure can catalyse development of IT parks and attract investments by the private sector in the State. This can also attract setting up of IT enabled services in this part of the country as well.
- The network will be suitable for deployment of distance education programmes / tele-medicine programmes' where expertise from elsewhere can easily be leveraged for the benefit of rural areas in the State

Appointment of Consulting Agency is required to carry out pre-project activities, including bid process management. The Consulting Agency is to render assistance in the following broad areas:

1. Project Conceptualization: Preparation of Detailed Project Report, Specifications and Request for Proposal (RFP) and Service Level Agreements (SLAs)
2. Implementation assistance for bid process management and , selection of Network Operator.

#### **V. Perceived Network**

1. The Government of Meghalaya (GoM) intends to set up a MSWAN connecting the State HQ at Shillong with 7 District HQs (DHQs),8 Subdivisional Headquarters (SDHQs) and 39 Blocks (BHQs). The list of these locations is at Annexure I. The



network will also include provision of last mile connectivity through horizontal connections to departmental offices at the District and subdivisional level. At the block level, only one connection is envisaged in the office of the Block Development Officer (BDO). A wireless footprint covering villages near the BHQ would be desirable.

2. The network must be scalable for voice and video. The network must also have capacity to subsequently connect and support Common Service Centers (CSCs), which are proposed to be set up at urban Centres & important, large villages in due course of time. Government of Meghalaya also foresees potential in this network in encouraging cyber cafes, information Kiosks and other ICT based enterprises. The proposed SWAN must be capable of interfacing with the existing NICNET in the State
3. A State Data Centre is not part of this proposal. However the provider is expected to leave free 2 ports for connecting to a State Data Centre at Shillong and a Datacentre at Tura. Data processing at the other Districts or Subdivision level is not envisaged.
4. MSWAN aims to provide 2 Mbps connectivity from State Hqs to the Districts, Subdivisions and Block Hqs culminating into minimum of at least 64 kbps for last mile horizontal connections at all levels. Consequently, the backbone connecting DHQs & SDHQs for providing 2 Mbps must be wireline. Considering the present level of ICT infrastructure, the two possible solutions for the backbone are leased lines on OFC from BSNL, which currently covers 6 DHQs & 4 SDHQs, or Optical Ground Wire (OPGW) from Power Grid, which currently covers 3 DHQs and 1 SDHQ. BSNL is currently extending it's OFC to the remaining district & subdivisions, while Power grid can do so through the transmission system of the MeSEB. It is proposed to build up the SWAN using leased lines upto SDHQs as the wired backbone.
5. Connectivity for BHQs and last mile connections at DHQ & SDHQ may be wireline or wireless or a hybrid solution. This may involve VSATs, leased line, RF, LRE or any other fibre provided that recurring costs are kept to a minimum. In case the last mile solution involves CPE at the point of termination, the same shall form part of total costs. The last mile connections at DHQs vary from 30 to 100 and at SDHQ from 10 to 30.



## **VI. Network Architecture requirements for MSWAN**

MSWAN is proposed to be rolled out as under:

1. Establishing the network connecting State HQ, 7 District HQs, 8 SDHQs and 39 BHQs.
2. Linking all offices/ departments of State administration located in State HQ
3. Linking all offices/ departments of the GoM at district level with DHQ
4. Linking all GoM offices at the Block/SDHQ with the SWAN
5. Establishing dedicated data and Internet connectivity
6. The phasing of office LANs, set up of State Data Centres and its DRC, application development for various departments, district / block/ village information kiosks, conferencing facility at various levels etc will be decided by State IT dept and will be taken up at an appropriate time in sync with requirements and the readiness of concerned Department.

## **VII. Scope of Work**

### **1. Phase I: Project Conceptualization; Preparation of Detailed Project Report and Service Level Agreements**

Suggested Time Period: 6 – 8 weeks

- a. To study the scope of geographical locations of sites for deployment of SWAN, understand the State's requirements and identify the Point of Presence (POP). The consultants need to study the requirements of SWAN at different levels, i.e., State/ District/ Blocks.
- b. To make a preliminary assessment of the existing ICT infrastructure of the State at all the levels including the existing Hardware and network infrastructure at all levels. For this purpose the consultants need to understand the topology of the state.
- c. To review the System maintenance, help desk procedures and SLAs. Consultants need to obtain the user's feedback to identify gaps and recommend appropriate changes for considering options like managed services to obtain high levels of uptime from SWAN.
- d. To review the system management and security policy of the existing IT infrastructure.
- e. To undertake Technical Feasibility Study based on the existing and desired infrastructure for effective implementation of SWAN
- f. To review the Bandwidth requirements and the number of connections required for implementation, especially from PoP to user departments.
- g. To prepare an inventory of existing Applications and assess adequacy of each of the applications mapping it to the SWAN requirements.
- h. To analyze the applications and Load/ Traffic/ Transaction requirements based on Application Development to assess the requirements among the users (at Departments, Blocks, Districts and State Capital)
- i. To design Network and System Architecture required for effective SWAN Implementation. The report would include the hardware and Network Infrastructure/ components required at the PoPs, site specifications at PoPs, connectivity strategy and IP addressing scheme.
- j. To design a 'Security Strategy and Policy Document' defining the access controls and authorization level and analyzing different network security devices such as Firewalls, IDS, IPS and Internal Server segment for Anti-virus, Patch Management, Internal DNS, Radius, NMS, etc and recommend a



Security Roadmap. The security strategy should also include Disaster Recovery and backup procedures.

- k. Determination of the Project cost estimates and development of Bill of Materials for the entire project covering all the phases of the Project. This should include capital expenditure, operational costs, bandwidth costs, up gradation/ replacement costs, recurring costs, etc.
- l. Structuring appropriate Business Models (Budgeted, BOT, BOO, BOOT, etc) and financing patterns, clearly highlighting merits/ shortcomings of each model/ approach.
- m. To assess the current training requirements for the Government staff for smooth running of the SWAN.
- n. To indicate appropriate bandwidth requirement based on anticipated rollouts
- o. Freezing of Technical Specification for the required Hardware and Software, budgetary estimate of the project and submission of the same for approval.
- p. Based on the study to design the Project Implementation Plan with specific milestones and consequences of delay.
- q. To define comprehensive operational management requirements for SWAN steady state operations.
- r. To design Guidelines and service levels with the Bandwidth provider.
- s. To define the detailed roles and responsibilities of the stakeholders (State Implementing agency, Bandwidth provider, SWAN operator vendor, consulting agency) involved in the execution of the Project.
- t. To define the Service Level Agreement with the SWAN operator vendor and other agencies.
- u. Responsibilities of the State Government to provide facilities to be provided to operator for running proper services.
- v. Quantum of payment and payment terms
- w. Reconfiguration, upgradation of the network during period of agreement.
- x. Level of services in terms of availability of various components of the networks and quantum of penalties leviable in terms of failures.
- y. Prepare a proposal for eventual submission to the Department of Information Technology, Government of India for funding.

**2. Phase II - Assistance in selection of Network Operator and Project Monitoring from Award of Contract to Commissioning stage**

Suggested time period: 12-16 weeks

- a. To design the RFP for the selection of the SWAN operator vendor including the scope of work, contractual terms and conditions, service levels, their measurement and monitoring, mechanisms of payments and penalties, identifying criteria for breach of contract.
- b. Preparation of the Tender document to be floated to select a firm for implementation of the project and submission of the same for approval.
- c. Managing the Bid Process for selection of the SWAN operator vendor
- d. Support the State in release of the tender advertisement in the newspaper
- e. To support in the pre-bid meetings
- f. To design the Tender evaluation criteria
- g. To facilitate collection of response and bid opening
- h. Preparation of Agreements for Approval
- i. To support the State in negotiations and closure
- j. To provide support to the State in their discussions with the successful SWAN operator vendor



- k. To provide guidance and clarifications to the successful SWAN operator vendor
  - l. Periodic review of the Project Plans and progress and advice the State Implementing Agency
  - m. To track Project Issues and risks and present Project status to the State Project Implementation Committee
  - n. To provide assurance that the strategies adopted by the SWAN operator are in alignment with the SWAN objectives
  - o. Supervision of the installation and testing of the network to be implemented by the successful SWAN operator vendor
  - p. Overseeing the implementation and operations of the network to ensure that Service Level Agreement defining various operational service parameters and enforceable penalties with respect to. non-compliance of these parameters covers all situations
  - q. To ensure coordination between the various agencies (State Implementing Agency, Bandwidth Provider, SWAN operator vendor, NIC and different state departments)
  - r. To support in preparation of Bill of Materials for the procurement of Material/ Equipment/ Components under rate contract
  - s. To oversee that equipment as per requirement is provided by the Operator
  - t. Verification and measurement of the bills, submitted by various agencies, working for SWAN, in accordance with the technical and operational requirements prescribed in the Agreement signed between State and them.
  - u. To provide support to the State in the 'Change Management' initiatives and training programmes.
  - v. To provide assistance to the State in the acceptance Testing to be carried out before commissioning the network for actual use.
3. The entire network is proposed to be built on a PPP model. Initial costs, recurring costs on O&M and bandwidth costs are therefore crucial. The solution envisaged is end to end and involves provisioning of Internet & data connectivity upto the last mile. Therefore, the Meghalaya IT Society / GoM shall seek to sign appropriate SLA with Bandwidth Provider, Network Service Provider, etc. The provider should be willing to assure minimum 99.5% uptime at gateway level, 95% at backbone and 90% at last mile. An alternative would be that the Society/ GoM contracts with BSNL to deliver leased lines at the PoPs and the SLA with the provider shall begin from the PoP and go down to the last mile. The consultant shall evaluate options and make suggestions in this regard. The provider has to have a Network Management System in place for 24 X 7 monitoring.
4. The selected consultant shall function as the Technology Partner of the Society / GoM during the implementation of the project. **The consultant selected shall not be eligible to bid for or be a part of consortium or any way associated with any bid for implementation.**





**VIII.** It is against this background that the Meghalaya Information Technology Society now invites sealed technical proposals for selection of Consulting Agencies for Technical Assistance, to help plan, manage and support the implementation of MSWAN.

### **IX. PRE-QUALIFICATION**

Before evaluation of the technical proposals, bidders are expected to meet the under mentioned pre-qualification criteria which would be a part of the technical proposal. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected at the technical proposal level. The pre-qualified bidders would be assessed with respect to the following criteria:

1. The bidder should be an organization registered in India and operating for the last five years in the business of telecommunication/network/IT consultancy
2. The bidder should have a minimum turnover from consultancy services of over Rs.10 crore during each of the last 3 years.
3. The bidder should have completed at least one Telecom/WAN project management where consulting value has been Rs. 1 Crore or more.

### **X. FORMATS AND SIGNING OF BID**

The Bidders shall prepare 2 copies of the proposal as per format prescribed in this Document. The Bidders are requested to submit *technical* and *financial* proposal, separately. The proposals must be written in English. The proposals shall be typed or written in indelible ink and each page shall be initialed by the authorized representative of the bidder in respect of the original. The technical proposal should contain all information relevant to prequalification.

The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.

### **XI. WHAT THE BID MUST CONTAIN**

The consultancy assignment is to be executed in phases. Phase I will commence immediately upon award of work. Upon completion of Phase I, a proposal for funding of the main project will be posed to the Department of Information Technology, Government of



India. Work in respect of Phase II will begin once the main project is sanctioned by the Government of India. **At this stage now, bidders are expected to quote for both the phases individually and the grand total of the rates quoted for both the phases shall form the basis of comparison amongst bidders.** Bidders must bid for both the phases. If a bid is only for one phase, it shall be summarily rejected. Work order for Phase II shall be placed only upon sanction of the project by Government of India.

The Technical Bid must contain the following:

- All documents and other information relating to pre qualification
- Detailed CVs of staff proposed to be deployed on the project, indicating therein the nature of their roles, their anticipated commitment to the project in terms of time and whether on full time or part time assignment (for both phases)
- Approach and work plan along with time lines/ milestones

The Financial bid must contain the following:

- Total costs, phase wise and grand total cost. Costs must be inclusive of all taxes, levies, OPE etc.

## **XI. SEALING AND MARKING OF BID**

The Bidders shall submit one original proposal and one copy respectively of the technical and financial proposals. The original and copy of both the proposals in separate sealed envelopes should be sealed in a outer envelope which must be clearly marked. All envelopes should have the name and address of the Bidders clearly super scribed thereon along with the words **“Bid for SWAN Consultancy”, Technical Proposal and Financial Proposal** as the case may be.

## **XII. OTHER BID CONDITIONS**

In the event of any discrepancy between the copies of the proposals, the original shall govern.

The proposal must be valid for 180 days from the date of its submission.

The bid amount must be expressed in Indian rupees only.

Each bid shall be accompanied by an Earnest Money Deposit [EMD] of Rs. 2,00,000 in the form of demand draft or banker's cheque drawn in favor of the Meghalaya Information Technology Society. The EMD of the unsuccessful Bidders would be returned after finalizing the successful Bidder. Any Bid without EMD shall be summarily rejected.

The Meghalaya IT Society reserves the right to reject any or all the bids without assigning any reason. The Society is not bound to accept the lowest tender.



### **XIII. EVALUATION OF THE PROPOSALS**

- a. After ensuring adherence to the instructions indicated, the Society will open the Prequalification *cum Technical proposals* in the presence of such of those Bidders who wish to be present and carry out its Technical Evaluation applying the evaluation criteria. Bidders may be asked to make a presentation.
- b. The *Financial proposals* of all bidders who qualify technically will then be opened in the presence of these bidders or their representatives after due notice to them.
- c. If the vendor/ consultant who has submitted the lowest bid fails to enter into a contract after discussions and the decisions thereon, the Society will invite the vendor/ consultant who has quoted the second lowest amount for discussions.

### **XIV. DISQUALIFICATION / REJECTION OF TENDERS**

A tender is liable to be rejected or the bidder disqualified at any stage on account of any of the following:

- i. If the bid or its submission is not in conformity with the instructions mentioned herein
- ii. If the bid is not accompanied by the requisite EMD
- iii. If it is not properly signed by the bidder as required.
- iv. If it is received after the expiry of the due date and time
- v. If it is incomplete and required documents are not furnished
- vi. If misleading or false statements/ representations are made in respect of prequalification requirements
- vii. If found to have a record of poor performance such as abandoning works, being blacklisted, inordinately delaying completion, financial failures etc.

### **XV. FORFEITURE OF EMD**

The EMD made by a bidder may be forfeited if the bidder:

- Withdraws the tender after acceptance by the Society
- Withdraws the tender before the expiry of the validity period
- Violates any of the provisions of the terms and conditions of the tender
- Fails to sign the contract of agreement with the Society after acceptance of communication on placement of the award. A default in such a case may also involve black listing of the bidder by the Society/ GoM



## **XVI. PERFORMANCE SECURITY**

The successful bidder shall be required to deposit a Security Deposit in the form of a Bank Guarantee or a Deposit at Call @10% of the total award phase wise, favouring the Meghalaya IT Society. The EMD deposited by the successful bidder shall be converted into Security Deposit. The balance amount of Security Deposit is to be submitted by the bidder within 15 days from the receipt of letter of acceptance by the bidder. This Security Deposit shall be held free of interest by the Society as security for due performance of the obligations under this bid. This Deposit shall be refunded/ released upon successful execution in totality.

## **XVII. COMPENSATION FOR TERMINATION OF CONTRACT**

If the bidder fails to carry out the award/order in terms of this document within the stipulated period or any extension thereof as may be allowed by the Society without any valid reasons acceptable to the Society, the Society may terminate the contract after giving 7 days notice and the decision of the Society on the matter shall be final and binding on the bidder. Upon termination of the contract, the Society shall be at liberty to get the work done at the risk and expense of the bidder through any other agency and to recover from the bidder compensation or damages

## **XVIII. TERMS OF PAYMENT**

No payment shall be made for partial work done.

100% payment in respect of Phase I shall be made upon supply and acceptance of deliverables relating to Phase I and execution of Performance Guarantee.

100% payment in respect of Phase II shall be upon supply and acceptance of deliverable relating to Phase II and execution of Performance Guarantee.

## **XIX. LIQUIDATED DAMAGES**

In the event of delay in execution of work specified in this contract/ furnishing of deliverables, the bidder shall be liable to a penalty of 2% for every week of delay going upto a maximum of 10% after which the Society shall be at liberty to cancel the award. For the purpose of this clause a part of a week shall be considered to be a full week.

## **XX. PROPOSED CONDITIONS OF CONTRACT**

The operating clauses would emerge from the technical processes finalized with the bidder selected for the SWAN Project. In addition, the contract will inter-alia include the following terms:

### *1 Definitions*

In the Contract, the following terms shall be interpreted as indicated:

- a) "Society" means the Meghalaya Information Technology Society
- b) "Megh IT" means the Department of Information Technology, Government of Meghalaya, or any other authorized representative of the DIT.
- c) The "Contract" means the agreement entered into between the Meghalaya Information Technology Society and the bidder as recorded in the Contract Form



signed, including all attachments and annexures thereto and all documents incorporated by reference therein.

## 2 *Progress of the Project*

Progress of the project may be intimated in writing to the Society / Megh IT on monthly basis.

## 3. *Confidentiality*

- a. Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties

These restrictions will not apply to any information which:

- i) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
  - ii) is acquired from a third party who owes no obligation of confidentiality in respect of the information ; or
  - iii) is or has been independently developed by this recipient or was known to it prior to receipt
- b. Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub- Clause(ii) (and without branching any legal or regulatory requirement ) where reasonably practicable not less than 2 business days notice in writing is first given to the other party
  - c. Without prejudice to the foregoing provision of this Clause above consultant may cite the performance of the services to clients and prospective clients as an indication of its experience

## 4 *Miscellaneous terms & Conditions*

- a. The end product of the work assignment carried out by the consultant, in any form, will be the sole property of Society / Megh IT
- b. The consultant shall not out source the work to any other associate / franchisee / third party under any circumstances except with the prior approval of the Society / Megh IT. If so happens then Society / Megh IT shall impose sanctions which shall include: forfeiture of the security deposit, revocation of bank guarantee , termination of the contract for default and debarment from future works with the Society/ Government of Meghalaya
- c. The consultant shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standard recognized by national / international professional bodies and shall observe sound management practice it shall employ appropriate advanced technology and safe and effective methods The consultant shall



always act, in respect of any matter relating to this Contract, as faithful advisors to DIT and shall at all times, support and safeguard DIT's legitimate interests

5. *Force Majeure*

- a) Force majeure clause shall mean and be limited to the following in the execution of the contract placed by the Society :-
- War / hostilities
  - Riot or Civil commotion
  - Earth quake, flood, tempest, lightning or other natural physical disaster
  - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the consultant, which prevent or delay the execution of the order by the consultant
- b) The consultant shall advise the Society in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, the Society reserves the right to cancel the contract without any obligation to compensate the consultant in any manner for what so ever reason, subject to the provision of clause mentioned

6. *Arbitration*

- a. In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to the Principal Secretary, Department of Information Technology for final decision and the same shall be binding on all parties.
- b. Any other terms and conditions, mutually agreed prior to finalization of the order / agreement shall be binding on the supplier
- c. The Society and the selected agency shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Shillong, Meghalaya.



**Annexure I**

**C & RD BLOCKS IN MEGHALAYA**

<b>Sl.</b>	<b>District</b>	<b>District Hqr &amp; Sub Division HQR</b>	<b>Name Blocks</b>	<b>Address</b>
01	East Khasi Hills	Shillong Hqr.  Sohra SDHQ	1.Mawsynram 2. Myllichem 3. Mawphlang 4. Mawryngkneng 5.Pynursla 6.Mawkynrew 7.Shella-Bholaganj 8.Laitkroh-Khatarshnong	Mawsynram 5 <sup>th</sup> Mile upp.Shillong Mawphlang Mawryngkneng Pynursla Smit Sohra Laitkroh
02	West Khasi Hills	Nongstoin Hqr  Mairang SDHQ Mawkyrwat SDHQ	1. Nongstoin 2. Mawshynrut 3. Mairang 4. Mawkyrwat 5. Ranikor 6. Mawthadraishan	Nongstoin Riangdo Mairang Mawkyrwat Ranikor Mawthadraishan
03	Ri Bhoi	Nongpoh Hqr.	1. Umsning 2. Umling 3. Jirang	Umsning Umling Jirang
04	Jaintia Hills	Jowai Hqr.  Khliehriat SDHQ Amlarem SDHQ	1. Thadlaskein 2. Laskein 3. Khliehriat 4. Amlarem 5. Saipung	Thadlaskein Mookaiaw Khliehriat Amlarem Saipung
05	East Garo Hills	Williamnagar Hqr. Resubelpara SDHQ	1.Dambo-Rongjeng 2.Songsak 3.Samanda 4.Resubelpara 5.Kharkutta	Rongjeng Songsak Samanda Resubelpara Kharkutta
06	West Garo Hills	Tura Hqr. Dadengiri SDHQ Ampati SDHQ	1.Dalu 2.Selsella 3.Rongram 4.Dadengiri 5.Tikrikilla 6.Betasing 7.Zikzak 8 Gambegre	Barengapara Selsella Asanang Dadengiri Tikrikilla Betasing Zikzak Gambegre
07	South Garo Hills	Baghmara	1. Baghmara 2. Chokpot 3. Rongara 4. Gasuapara	Baghmara Chokpot Rongara Gasuapara

