



REQUEST FOR PROPOSAL

FOR

**Construction of 1444 Sq. Mtr Shade Net House with cable purlin structure
(Small Nurseries) under CDP - Meghalaya Basin Management Agency,
Meghalaya**

RFP Reference No. PLN/MBMA/13464/CDP/36

Date: 27th November, 2025

Meghalaya Basin Management Agency (MBMA)

Procurement Division (CDP)

C/o Meghalaya State Housing Financing & Cooperative Society,

Upper Nongrim Hills, Shillong, Meghalaya, India - 793003

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1. Executive Summary

1.1 Background

The Meghalaya Basin Management Agency (MBMA), which is a non-profit company, incorporated under the Planning Department, Government of Meghalaya is selected as implementing agency for implementing *the Cluster Development Programme - Turmeric cluster in West Jaintia Hills, Meghalaya*. MBMA is implementing **Integrated Verticals** which includes the following:

- (i) **Pre-production & Production,**
- (ii) **Post Harvest Management and Value addition and**
- (iii) **Logistics, Marketing and branding**

Meghalaya's Lakadong turmeric is one of the finest varieties of turmeric in the world and is grown exclusively in the West Jaintia Hills region, with significant involvement of women farmers and entrepreneurs in its cultivation and processing. Over 13,000 women farmers and collectives from 124 villages are engaged in the cultivation of this miracle spice. Lakadong Turmeric is well-known for having high curcumin content owing to the favorable soil and climatic conditions of the regions surrounding the villages and the tender care given to the crop by the farmers. Due to its pronounced nutritional and health-aiding benefits, it is widely sought after for use in food, pharmaceutical, and cosmetic industries. Despite the immense potential, the farmers faced multiple challenges in terms of unavailability of planting materials, inadequate storage facilities, weak processing infrastructure, presence of multiple intermediaries, and limited access to finance. All these led to low price realization for the farmers. To bring about positive changes in the value chain of Lakadong Turmeric, the Government of Meghalaya has taken up a holistic value-chain approach for enhancing farmers' access to information, building their capacities, enabling technology adoption, and strengthening post-harvest and processing infrastructure to enhance farmers' income and make a just transition towards a more equitable and sustainable income generation option for the turmeric farmers of the State. The initiative recognizes the engagement and role of women farmers in the Lakadong Turmeric's value chain and has laid much emphasis on empowering them through various interventions for their upliftment.

1.2 Objective

The Meghalaya Basin Management Agency (MBMA) invites Request for Proposals (RFP) from eligible for the selection of bidders to quote for the Construction of Shade Net House with cable purlin structure, under CDP, Meghalaya Basin Management Agency, Procurement Division (CDP) C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong, Meghalaya

2. Invitation to the Bid

The invitation to bid is for The Construction of Shade Net House with cable purlin structure, under CDP, Meghalaya Basin Management Agency, Procurement Division (CDP) C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong, Meghalaya

The Bidders are advised to study this RFP document carefully, submission of bids shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications.

2.1 Issuer

Meghalaya Basin Management Agency, invites proposals for Construction of Shade Net House with cable purlin structure, under CDP, Meghalaya Basin Management Agency, Procurement Division (CDP) C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong, Meghalaya, as per the scope of the Bid

2.2 Address for Bid Submission & Correspondence

Deputy Project Director
Meghalaya Basin Management Agency
Procurement Division (CDP)
C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong, Meghalaya, India – 793003

2.3 Key Events, Dates and Important Information

Sl. No.	Event/Information	Details
1	Tender No.	RFP Reference No. PLN/MBMA/13464/CDP/34
2	Tender Publication Detail	The Bidding document can be seen and downloaded from the website https://mbda.gov.in & https://mbma.gov.in
3	Date of Publishing of Bid	27 th November 2025
4	Last Date & Time of Receiving Queries	11 th December 2025, before 3:00 PM IST
5	Pre-Bid Meeting	17 th December 2025, 3:00 PM IST
6	Last Date and Time for Submission of bids	06 th January 2026, before 3:00 PM IST

7	Date and Time of Opening of Pre-qualification & Technical Bids	06 th January 2026, 3:30 PM IST
8	Date & Time for opening of commercial Bids	To be notified later only to technically qualified bidders
9	Bid Validity Period	120 days
10	EMD Amount	Rs 200,000/- Exempted for Micro & Small Enterprises under MSME Vendors (Certificate Copy need to provided)
11	Performance Bid Security (PBG) Amount	5% of the contract value
12	Contact email	cdpprocurement.mbma@gmail.com & cdpmbma@gmail.com
13	Telephone No.	+91-9233775404 / +91-9774666353

2.4 Distribution of RFP Document

The bidding document can be downloaded from <https://mbda.gov.in> & <https://mbma.gov.in> portal free of cost

2.5 Pre-Bid Conference

The MBMA shall organize a Pre-Bid Conference on the scheduled date and time in the Conference Hall of MBMA. MBMA may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Bid Conference. The decision of the MBMA regarding acceptability of any suggestion shall be final and shall not be called upon to question under any circumstances. The prospective bidders shall submit their questions in writing not later than date and time indicated under section 2.3 above. It may not be possible at the Pre-Bid Conference to answer questions which are received late. However, prospective Bidders are free to raise their queries during the meeting and responses will be conveyed to all the prospective Bidders (by way of hosting amendments/clarifications on the website i.e., at <https://mbda.gov.in> & <https://mbma.gov.in>). The prospective participants have to inform MBMA on the email id mentioned in Section 2.3 for attending the pre-bid conference

2.6 Amendment of RFP Document

At any time before the deadline for submission of Bids, MBMA may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding document by amendment. All the amendments made in the document would be published on the website <https://mbda.gov.in> & <https://mbma.gov.in>. The Bidders are also advised to visit the website on regular basis for checking necessary updates. MBMA also reserves the right to amend the dates mentioned in clause 2.3 of this bid document.

2.7 Deadline for submission of Proposal

The Bid response shall be submitted not later than date and time specified in Section 2.3 of this document

3. Eligibility Criteria

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, the following criteria are prescribed as Pre- Qualification criteria for bidder interested in undertaking the project. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the required support services sought by MBMA. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the RFP document. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

3.1 Pre-Qualification Criteria

Sl. No.	PQ Criteria	Documents required
1	The Bidder should be a Company registered under the Companies Act, 1956/ Proprietary Firm / Partnership Firm	(Certificate of incorporation/certificate for commencement of business/other relevant documentary proof should be submitted)
2	Attested copy of Company's PAN, GST and ITR details	Documentary proofs should be submitted
3	Average Annual Turnover of the bidder during last three financial years 2021-22, 2022-23 and 2023-24 should not be less than Rs 18,00,000 for the last 3 years	Copies of the audited balance sheet of the company showing the same should be submitted
4	The applicant firm must have positive net worth as on 31st March 2024.	Copies of CA certificate for the last three financial years.
5	The Product offered should meet all the technical and functional specifications given in the section "Technical Specifications". Non-compliance to any of the technical and functional specification will attract rejection of the proposal. Bidder should declare their compliance against each specification	Declaration of the same with proper page numbers of the supporting document should be provided
6	Letter of authorization from OEM	Letter from the OEM

7	The bidder should not be blacklisted by any Government department/PSUs/Private sector	Self-declaration of the same
8	The bidder should have been awarded and successfully completed at least three works of Shade net / polyhouse in the last 3 years	i) Work orders issued by clients ii) Performance/ Completion certificate issued by clients
9	Labour License is required for the workers who will be engaged during the installation of Shade Net House, exemption for tribals from Meghalaya.	License copy needs to be submitted.
10	Earnest Money Deposit	Demand Draft/Bank Guarantee
11	Should have documentary evidence to establish that the Shade Net materials for the construction of the Shade Net / Polyhouse conforms to BIS certification. (Original Manufacturer's product BIS certificate along-with authorization shall be attached)	BIS Certification

3.2 Technical Part

Only bidders meeting the above minimum eligibility criteria shall be considered for technical evaluation. The selection of the firm shall be based on the following technical criteria

Sl. No.	Evaluation Parameter	Marks	Details
1	Past experience of the organization in Construction of Shade Net House Structure	20	More than 10 years = 20 marks More than 8 years and less than 10 years = 15 marks More than 6 years and less than 8 years = 10 marks More than 3 years and less than 6 years = 5 marks Less than 3 years = 0 marks
2	Empanelled with Govt. Department/ Ministry (State/ Central)	5	Yes= 5 marks, No = 0 marks

3	Financial strength of the bidder	15	Average annual turnover of the bidder in the last 3 financial years (2021-22, 22-23 & 23-24). Should be in between 18 Lakhs to 30 Lakhs = 5 marks More than 30 Lakhs to 60 Lakhs = 10 marks More than 60 Lakhs = 15 marks CA certificate/ Audited Balance Sheet to be furnished in this regard.
4	Single order value with in last 3 Years. in supply, installation, commissioning of Shade Net House	10	Order value more than 15 Lakhs = 10 marks Order value 12 Lakhs to 15 Lakhs = 7 marks Order value 8 Lakhs to 12 Lakhs= 5 marks Order 5 Lakhs to 8 Lakhs = 3 marks
5	Availability of qualified manpower for installation, commissioning & maintenance Documentary evidence with regards to the desired qualification of the proposed team along with their relevant experience in the field.	10	Having technical manpower of 8 or more = 10 marks 5 or more = 5 marks Less than 4 = 2 marks Less than 2 = 0 marks
6	Availability of technical manpower e.g Engineer / Manager/ Site Supervisor at construction site and Training to Project Team & Community Members	10	Engineer/ Site Supervisor - 1 No
7	Service centre /contact point at North East / Meghalaya	15	Proof of same need to be provided or declaration to be submitted to setup the same within 30 days of issuing of work order. Within Meghalaya - 15 Marks Within North East -8 Marks
8	Contract should have done similar kind of work with in Meghalaya/ North East	15	Work Done within Meghalaya - 15 Marks Within North East -8 Marks

***Minimum qualifying marks is 70 for opening of Financial Bid**

3.3 Financial Part

The Financial evaluation will be done only for the bidders who are technically qualified as per the minimum passing score of 70 marks. The bidders need to provide the financial quotation as per the bill of quantities specified in Section 6: **Bill of Materials** no extra cost/payment will be done by MBMA other than the amount that is quoted by the bidder.

4 Site Visit

The bidder on his/her own responsibility and cost, can visit and examine the site of works situated in Laskein. (Detail locations of sites is mention at Section 8.4) to obtain all information that may be necessary for preparing the bid and entering into a contract for the work(s)

5. Scope of Work

The most frequent method of crop propagation is by rhizomes. Due to the poor effectiveness of vegetative propagation, a significant amount of rhizome is therefore needed. During the cropping season there is also a shortage of high-quality planting material. To address these issues, TNAU, Coimbatore has standardized a method for the quick multiplication of turmeric utilizing a single bud rhizome.

This turmeric protrait approach reduces the amount of planting material required; around 25% can be saved. The unhealthy rhizome can be removed by cutting it and preparing it for planting. As a result, it aids in the disease screening of rhizomes and ensures that the planting material is disease-free. Because of these benefits, turmeric transplants grown from rhizome buds can be used as a planting material for turmeric agriculture, providing good propagation materials while also increasing farm income. It is not only a simple method of adoption, but it also has a high success rate.

A. A quick recap of turmeric single-node cutting

Hossain et al. (2005) examined the impact of seed rhizome size on the growth and yield of turmeric (*Curcuma longa L.*). They concluded that seed rhizomes with a larger diameter produced vigorous seedlings. Plants grew from 30-40 g and 50 g showed the highest plant height (140 cm), tiller number (3.5), leaf number (12-14/plant), and shoot dry weight (40 g/plant), which were significantly greater than those from lighter rhizomes.

Malhotra et al. (2016) found that the single bud method of growing turmeric was superior to the straight planting method for producing seedlings in vitro.

B. Turmeric's phases are compared between direct planting and transplanting (single bud rhizome) methods

Growing phase	Direct planting	Single bud rhizome
1. Sprouting phase	20 DAP	Plants have 3-4 leaves (1 month old)
2. Vegetative phase		
i. One month after planting	2-3 leaves per plant	6-7 leaves per plant
ii. Tillering stage	3 MAP	1 1/2 - 2 MAP
3. Rhizome development phase	Starts from 5 MAP	Starts from 3 MAP
4. Rhizome maturation phase	7-9 MAP	6-7 MAP

*DAP- days after planting

Source: Malhotra et al., 2016

*MAP- months after planting

The main obstacles to traditional turmeric planting methods include limited availability and expensive costs, as well as the need for a larger quantity of high-quality planting material. Nevertheless, improved crop establishment and rhizome development require approximately five to six months. To circumvent these limits, one of the best approaches is rapid turmeric multiplication with a single bud (Thapa et al., 2017).

a) The single-bud rhizome planting method has many advantages.

- 1) A 25% decrease in the number of seed rhizomes needed.
- 2) Saving a significant amount of rhizome to be used.
- 3) Lower planting material costs.
- 4) Conserving 1-2 months of land from the crop's typical growing season.
- 5) Combating the disease's incidence and monitoring for materials contaminated with diseases.
- 6) Disease control using biological means is effective.
- 7) The early stages of rhizome development (begin three months post planting).
- 8) Surmounting the one-to-two-month monsoon arrival delay.
- 9) Planting materials that are free of diseases.

As a result, there is a greater need for high-quality planting materials, which has led to the recent rapid growth of the nursery sector.

MBMA is thus looking for engaging an agency that can provide services to MBMA related to the construction of shade net house and also supply the required equipment to MBMA. Broad scope of work is listed below:

- a) Supply and installation of 5 Units Shade Net House. Size of One unit Shade Net House is 38 M X 38 M =1444 sqm.
- b) The agency must follow the drawing and the details specification as per BOM.
- c) The selected bidder must finish the fabrication within the time frame specified in the supply order. Unless otherwise noted, supply shall be made at the supplier's risk.

- d) Supply, installation and on time delivery of the other mentioned tools and equipment.
- e) The agency must use all the components required for the installation of the Shade Nets, Insect Nets and equipment to the latest revision of BIS and ISO Certifications.
- f) All materials have to be ISI brand for the installation of the Shade Net Houses, e.g ISI G.I Pipe, Steel and other materials as required for the work
- g) All local clearance needs to be arranged by bidder. MBMA will do the support if required.
- h) The agency shall undertake the responsibility/guarantee of the structure and equipment.
- i) After sales service must be provided for at least a period of three years by the vendors.
- j) In case of any defective parts of the structures and equipment the supplier shall replace the defective part as per warranty/guarantee terms and conditions.
- k) Training and capacity building in operation and maintenance of the structures, to the project team.
- l) Annual maintenance and assistance for 5 years.

6. Bill of Materials (BoM)

Sl	Item's Description	Qty	UOM
1	<p style="text-align: center;">Construction of 1444 Sq. Mtr</p> <p>Cable Shade Net House with 50% White Shade Net on the roof (Mono x Mono) and insect net 40 mesh on all the sides. Size per unit (38m X 38m = 1444 sq mtr).</p> <p>Details Technical Specification mention below</p>	5	Nos

Details Technical Specification of 1 Cable Net House Structure House:

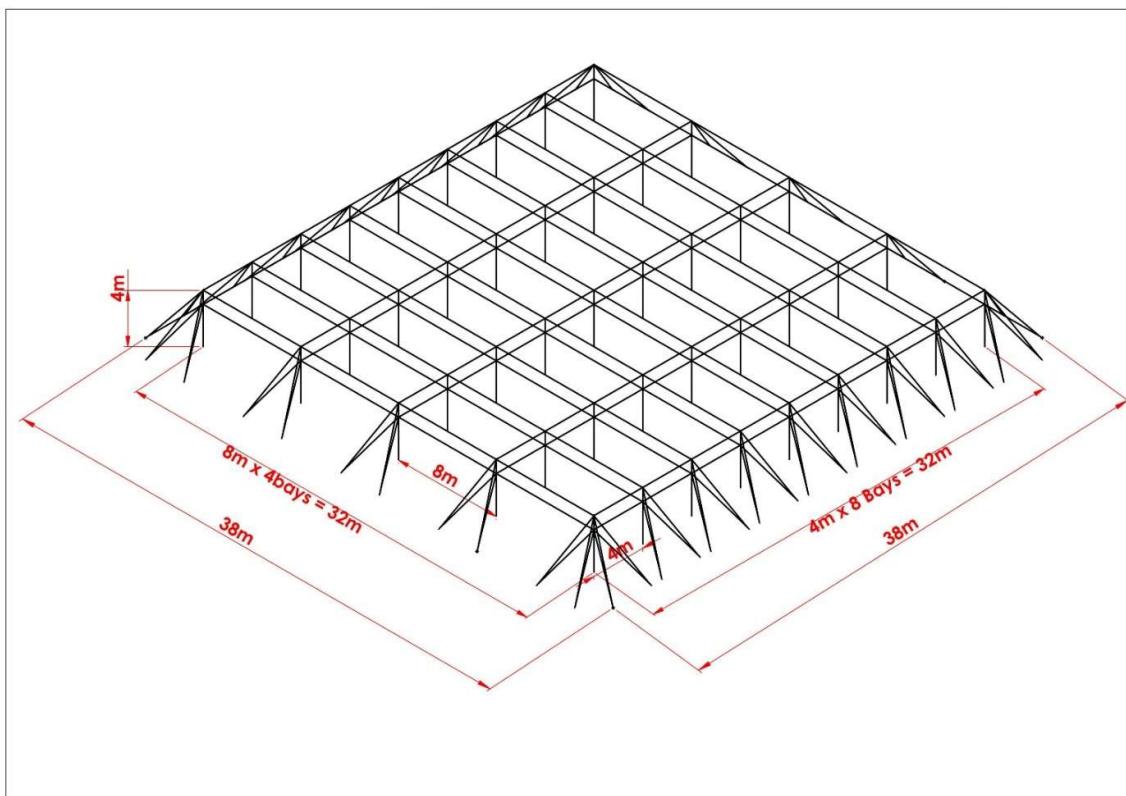
Net house Constructed Area	:	1444 Sq. Mtr.
Dimension	:	38 x 38 Mtr. (W x L)
Height	:	4m
Grid Size	:	8 mtr x 4 mtr
Corridor	:	3 mtr on all four sides
Double Door Entry, Anti Room	:	3M (L) x 3M (B) x 3M (H)
(3Mx3M Tractor Door with 1Mx2M Main Entry)		

Material Details:

Pillars	
Peripheral pillars size	3" metal pipe thickness 3 mm, Hot Dip galvanized (Min. 300 GSM)
Inside pillar size	2" metal pipe thickness 2 mm, Hot Dip galvanized (Min. 300 GSM)
Foundations	
Peripheral pillars	Metal, mold with concrete casting
Internal pillars	Two metal angles ready to be buried into the soil

Anchors	Made of 14 mm metal rod ready to be cast in concrete
Wire Cables	
Roof Cable	5 mm /4mm Diameter x 1/19
Stay Cable	6 mm/5mm Diameter x 1/19
Special Connectors	
Door System	
Tractor door of 3mtr x 3mtr with Inbuilt man Entry 1mtr x 2mtr, (Hinge Door) (1 Set)	
Covering Material	
Top Roof Net	Shade Net 50% (Mono x Mono)
Side Net	Insect Net 40 Mesh, 115 GSM
Civil Works	
Anchors	Foundation pit 1.5 ft diameter x 1.5 m depth. Fill with 70 % concrete & remaining with soil.
Peripheral pillars	Foundation pit 1.5 ft diameter x 1.5 ft depth and fill with concrete.
Internal Pillars	Foundation pit 1.5 ft diameter x 1.5 ft depth. with soil only no concrete.
Wind speed	Structure will be capable to withstand wind speed of at least 100 kms/ per hour.

Drawing of Cable Shade net House



7. Instruction to the Bidders

7.1 Procedure for Submission of Bids

Technical Bid (Envelope 1): The documents comprising of the pre-qualification documents and technical documents need to be enclosed in a separate envelope which is properly sealed and inscribed as "**Technical Bid for Construction of Shade Net House with cable purlin structure- under CDP**" Meghalaya Basin Management Agency, Procurement Division (CDP) C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong, Meghalaya

Financial Bid (Envelope 2): The documents comprising of the financial bid need to be enclosed in a separate envelope which is properly sealed and inscribed as "**Financial Bid for Construction of Shade Net House with cable purlin structure- under CDP**" Meghalaya Basin Management Agency, Procurement Division (CDP) C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong, Meghalaya" *Do not open before date and time of opening of financial bid*

Main Envelope: The technical envelope (**envelope 1**) and financial envelope (**envelope 2**) should be put into a single envelope which is properly sealed and marked as "**Proposal for Construction of Shade Net House with cable purlin structure- under CDP**, Meghalaya Basin Management Agency, Procurement Division (CDP) C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong, Meghalaya" - *Do not open before date and time of opening of technical bid*

The proposal should be submitted to:

Executive Director
Meghalaya Basin Management Agency (MBMA)
Procurement Division (CDP)
C/o Meghalaya State Housing Financing & Cooperative Society,
Upper Nongrim Hills, Shillong, Meghalaya, India - 793003

7.2 Authentication of Bid

The response Bid shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A letter of authorization shall be supported by a written Power-of-Attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Bid.

7.3 Validation of interlineations in Bid

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.

7.4 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by the MBMA. MBMA will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

7.5 Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and MBMA, shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the bid, the English translation shall govern

7.6 Documents Comprising the Bids

The Bid prepared by the Bidder shall comprise the following components. The Bids not conforming to the requirements shall be summarily rejected

Pre-Qualification Bid

In support of eligibility, a Bidder must submit the following documents (besides the other requirements in Section 3.1), original copies or attested copies, as the case may be, in the absence of which the bid will be rejected.

- Section 9 – Format 1: Pre-qualification Bid Letter
- Section 9 – Format 2: General information about the Bidder
- Section 9 – Format 3: Declaration regarding Clean Track Record
- All required document for eligibility criteria mentioned at Section 3.1

Technical Bid

The Technical Bid, besides the other requirements of the Tender, shall comprise the following:

- Section 10 – Format 1: Technical Bid Letter
- Section 10 – Format 2: Project Experience Details
- Section 6 – Bill of Materials (BoM)
- Bidder should provide their compliance to the Details Technical Specification of the BOM as per Section 6.
- Section 12 - Annexure I: Bidding document acknowledgement form
- Section 12 - Annexure – II: Proforma of Bank Guarantee towards Performance Security
- Section 13 – Contract Agreement for Construction of Shade Net House with cable purlin structure under CDP. All necessary data sheets and any other documents

Financial Bid

The Commercial Bid, besides the other requirements of the Tender, shall comprise the following:

- Filled Bill of Quantity with price quotation – Section 11 - Format for Response to Tender: Commercial Bid.

7.7 Bid Prices

The Bidder shall prepare the bid based on details provided in the tender document. It must be clearly understood that the scope of work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the MBMA. The bidder shall carry out all the tasks in accordance & due diligence and it shall be the responsibility of the bidder to fully meet all the requirements of the tender document.

7.8 Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, the MBMA reserves the right to negotiate the prices quoted in the bid to effect downward modification.

7.9 Bid Currency

Prices shall be quoted in Indian Rupees (INR)

7.10 Bid Security (Earnest Money Deposit)

The EMD amount Rs 200,000/- is to be paid through DD/BG in favor of **M/S MBDA CDP ESCROW A/C**. The EMD of the unsuccessful bidder will be returned within 30 days from the issuance of work order to the successful bidder. However, the EMD of the successful bidder will be adjusted against the performance security

7.11 Performance Security

- The successful bidder should submit 5% of the contract value as a performance security valid for a period of 9 Months.
- Performance security will be return after completion of contract within 6 months.

7.12 Contract Agreement

- The successful bidder should submit Contract Agreement for Construction of Shade Net House with cable purlin structure (Small Nurseries) under CDP valid for a period of 12 Months.

7.13 Bid Validity Period

Period of validity of bids shall remain valid for 120 days after the date of opening of bids prescribed by the MBMA. A bid valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the Financial Bid by the bidder shall remain valid for the project period. Extension of period of validity in exceptional circumstances, MBMA may request the bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing.

7.14 Opening of Bids

As specified in Section 2.3 of the RFP document

7.15 Evaluation of Technical Bid and Commercial Bid

- A two-stage procedure will be adopted for evaluation of bids, with the technical evaluation at first stage and financial evaluation at second stage
- Technical bids will be evaluated as per technical bid evaluation criteria and a technical score will be given to the technically qualified bidders
- The commercial Bids of only the technically qualified Bidders will be opened and evaluated as per specified criteria
- Conditional Bids are liable to be rejected

The evaluation process of the Tender, proposed to be adopted by MBMA is indicated under the clauses 7.15- 7.18. The purpose of these clauses is only to provide the bidders an idea of the evaluation process that MBMA may adopt. However, MBMA reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

7.16 Evaluation of Bids

The Agency shall be selected through a competitive bidding process. A two-stage selection process will be adopted in evaluating the proposals. In the first stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out. The L1 (lowest financial quote) agency shall be selected while the L2 agency will be kept in reserve.

7.17 Evaluation of Technical Bid

Technical Proposal will be evaluated on the basis of parameters mentioned above. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 marks shall qualify for further consideration of financial evaluation

7.18 Evaluation of Financial Bids

On opening the financial bids, the Evaluation Committee shall read out the financial bids to all the technically qualified bidders and note the same. All the financial bids shall then be ranked according to the financial bid in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on. In case there is any tie in financial bids of one or more bidders, the bidder having the higher technical score will be given better ranking. In case the technical scores are also equal, all the technically qualified bidders shall be asked to resubmit the financial bid. However, in this case, the revised financial bids should be less than the lowest financial bid quoted earlier by the technically qualified bidders. L1 will be declared as successful bidder and his offer will be processed further.

7.19 Rectification of Errors

Arithmetical errors in the Financial Bid will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail. Note: In any other case of discrepancy, MBMA reserves the right to pick the value which it considers as beneficial to the Government.

7.20 Contacting the MBMA

Contact by Writing: No Bidder shall contact MBMA on any matter relating to its Bid, from the time of Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of MBMA, it should be done in writing.

Rejection of Bid: Any effort by a Bidder to influence the MBMA in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.

7.21 Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

Pre- Qualification Rejection Criteria:

- Bids submitted without or with improper EMD
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- Pre-Qualification bid containing commercial details

- If the information provided by the bidder is found to be incorrect / misleading at any stage / time during the tendering process.
- Any effort on the part of a bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received by MBMA after the last date prescribed for receipt of bids
- Bids without signature of person (s) duly authorized on required pages of the bid
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Failure to furnish proofs for information provided.

Technical Rejection Criteria:

- Technical bid containing commercial details.
- Revelation of prices in any form or by any reason before opening the commercial bid.
- Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the tender document in every respect.
- Failure to furnish proofs for information provided.
- Bidders not quoting for the complete scope of work as indicated in the tender documents, addendum (if any) and any subsequent information given to the bidder.
- Bidders not complying with the technical and general terms and conditions as stated in the RFP Document other than the deviations.
- The bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the scope of work of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

Commercial Rejection Criteria:

- Incomplete price bid.
- Price bids that do not conform to the tender's price bid format.
- Total price quoted by the bidder does not include all statutory taxes and levies applicable.

7.22 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, GST etc. MBMA will not take any responsibility towards this. However, MBMA may provide necessary assistance, wherever possible, in this regard.

7.23 Income Tax Liability

The Bidder will have to bear all Income Tax liability both corporate and personal tax.

7.24 GST Liability

The Bidder will have to bear all GST.

8. General Conditions of Contract

8.1 Ownership of Equipment (Building)

The MBMA shall own all the equipment (building) and any solution supplied by the Bidder arising out of or in connection with this Contract.

8.2 Payment

The fee amount will be equal to the amount specified in format for Tender Response – Commercial Bid.

8.3 Completion Schedule

The Job need to be completed **within 90 Days** from the issue of supply order.

8.4 Shade Net House need to be constructed at address

Construction needs to be done at 5 locations as per the below details: -

1. Saphai Village- Laskein C & RD Block
2. Laskein Village - Laskein C & RD Block
3. Nongkynrih Village - Laskein C & RD Block
4. Shangpung Village-Laskein C & RD Block
5. Thadomthlong Village- Laskein C & RD Block

West Jaintia Hills, Pincode - 793150, Meghalaya

8.5 Payment Terms

- a) 80% payment on running bills as certified by Site Project Manager and MBMA technical team within 30 days. All bills to be submitted on monthly basis.
- b) Balance 20% to be released after satisfactory completion in all respect certified by Site Project Manager and MBMA technical team along with inspection report and work completion certificate within 30 Days

- a) Payment will be made to successful bidder as per above mentioned schedule
- b) Penalty as per the RFP terms and conditions will be calculated and adjusted from the bill.

- c) All payments to successful bidder will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, applicable penalty and other taxes, if any, as per Government of India rules.
- d) If there is any deficiency in the performance of contractual obligations on the part of the Bidder, the Bidder shall be liable for imposition of appropriate penalties as specified in the RFP and MBMA shall be entitled to deduct such penalties at source while making payment to the Bidder for the services provided as mentioned & forfeit the guarantee submitted (if required)

8.6 Penalty

- a) Failure to execute the entire contract within 120 days from the date of issue of work order will attract a penalty of 1% per 15 days, on the full value of the contract up to a maximum of 10%. Delays beyond that period will be viewed as violation of the contract terms and will be dealt accordingly.
- b) The response time for attending the complaint raised by MBMA has to be within 48 hours and resolution time for the same has to be within the next 48 hours. Failure to comply with the above timeline will attract a penalty of Rs.1000/- per day.
- c) Any delay on the part of MBMA should be intimated and sorted out immediately without affecting the progress of works

8.7 Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. MBMA will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

9. Format for Response to the Tender: Pre-Qualification Bid

This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of the Pre-Qualification Bid.

9.1 Format 1 – Pre-Qualification Bid Letter

To

Executive Director

Meghalaya Basin Management Agency (MBMA)

C/o Meghalaya State Housing Financing & Cooperative Society,

Upper Nongrim Hills, Shillong, Meghalaya, India – 793003

Subject: The Construction of Shade Net House with cable purlin structure under CDP, under CDP, East Khasi Hills District, Meghalaya

Reference: RFP No: <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

We, the undersigned Bidders, having read and examined in detail all the Tender documents, do hereby propose to provide the services as specified in the Tender document number <RFP REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have submitted EMD (as Bank Guarantee) for the sum of Rs...../- (Rupees only). This EMD is liable to be forfeited in accordance with the provisions of the Section 8 - General Conditions of the Contract.

2. CONTRACT PERFORMANCE GUARANTEE BOND & CONTRACT AGREEMENT

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in Annexure II of Section 12 and Contract Agreement for Construction of Shade Net House with cable purlin structure under CDP in the form prescribed in Section 13.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Yours faithfully,

(Signature of the Bidder) Printed

Name:

Designation:

Seal:

Date: Business Address:

9.2 Format 2 - General Information about the Bidder

Details of the Bidder (Company)				
1	Name of the Bidder			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company		Date:	
			Ref. #	
5	Details of Commencement of Business		Date:	
			Ref. #	
6	Valid Goods and Service Tax (GST) registration no.			
7	Permanent Account Number (PAN)			
8	Name & Designation of the contact person to whom all references shall be made regarding this tender			
9	Telephone No. (with STD Code)			
10	E-Mail of the contact person:			
11	Fax No. (with STD Code)			
12	Website			
13	Financial Details (as per audited Balance Sheets) (in crore)			
14	Year	2021-2022	2022-2023	2023-2024
15	Net Worth			
16	Turn Over in INR			

9.3 Format 3 - Declaration Regarding Clean Track Record

To
Executive Director
Meghalaya Basin Management Agency (MBMA)
C/o Meghalaya State Housing Financing & Cooperative Society,
Upper Nongrim Hills, Shillong, Meghalaya, India - 793003

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No._____] regarding Engagement of an Agency for The Construction of Shade Net House with cable purlin structure, under CDP, East Khasi Hills District, Shillong, Meghalaya. I hereby declare that my company has not been debarred/black listed by any Government/Semi-Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation Seal

Date:

Business Address:

10. Format for Response to Tender: Technical Bid

10.1 Format 1 – Technical Bid Letter

To
Executive Director
Meghalaya Basin Management Agency (MBMA)
C/o Meghalaya State Housing Financing & Cooperative Society,
Upper Nongrim Hills, Shillong, Meghalaya, India – 793003

Subject: Engagement of an Agency for The Construction of Shade Net House with cable purlin structure under CDP, East Khasi Hills District, Meghalaya

Reference: RFP No:<RFP Reference Number>Dated <dd/mm/yyyy>

Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <Tender Reference Number>Dated <dd/mm/yyyy>along with the following:

1. Earnest Money Deposit (EMD)

We have submitted EMD for the sum of Rs...../- (Rupees only). This EMD is liable to be forfeited in accordance with the provisions of RFP.

2. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our Tender:

- Statement of Deviations from Tender Terms and Conditions is as specified in General Terms and Conditions

Further, we agree that additional conditions or assumptions, if any, found in the Tender documents other than those stated in deviation schedule shall not be given effect to.

3. Contract Performance Guarantee Bond

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in the RFP.

4. Contract Agreement for Construction of Shade Net House with cable purlin structure under CDP

We hereby declare that in case the contract is awarded to us, we shall submit the Contract Agreement in the form prescribed in the RFP.

5. Bid Validity Period

We agree to abide by this Bid for a period of 120 days after the date fixed for Bid opening or for any further period for which Bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation Seal

Date:

Business Address:

10.2

Format - 2 Project Experience Details

S1. No.	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the project	
Brief description of scope of project		
Size of the project		
3	Contract Value of the project (in crore)	
4	Capital Expenditure involved (by the govt./ client)	
5	Total cost of the services provided (by the Bidder)	
6	Please provide copies of Work Order or Certificate of Completion.	
Project Details		
8	Name of the project	
9	Start Date and End Date	
10	Current Status (work in progress, completed)	
11	Contract Tenure	
12	No. of locations	
13	Man-month effort involved	
14	Type of Project	
15	Solution architecture deployed & core Components	
16	Scope	
17	Any other necessary information	

11. Format for Response to Tender: Commercial Bid

Sl	Item's Description	Qty	UOM	Unit Price	Total Cost
1	Construction of 1444 Sq. Mtr Cable Shade Net House with 50% White Shade Net on the roof (Mono x Mono) and insect net 40 mesh on all the sides. Size per unit (38m X 38m). Details Technical specification as per BOM	1444	Sq. Mtr		
Total					
GST					
Any other Charges- add new rows and update the details					
Total with GST for 1 No					
Total with GST for 5 Nos					

12. Annexure

12.1 Annexure - I: Bidding Document Acknowledgement Form

To Dated:

Executive Director

Meghalaya Basin Management Agency (MBMA)

C/o Meghalaya State Housing Financing & Cooperative Society,

Upper Nongrim Hills, Shillong, Meghalaya, India – 793003

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Annexure (along with their Appendices) enclosed to the "Invitation for Bid" pertaining to providing of _____ services against tender no.....

We have noted that the closing date for the receipt of the tender by the MBMA is _____ at <> hrs. (IST) and opening at <> hrs. (IST) on the same day.

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of the MBMA and that the said documents are to be used only for the purpose intended by the MBMA.

Our address for further correspondence on this tender will be as under:

Tel. No:

Fax. no: Telephone no: Personal
attention of:

(if required)

Yours faithfully,

(Bidder)

Note: This form should be returned along with offer duly signed

12.2 Annexure – II: Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No. _____
Dated _____ To _____

Executive Director

Meghalaya Basin Management Agency (MBMA)
C/o Meghalaya State Housing Financing & Cooperative Society,
Upper Nongrim Hills, Shillong, Meghalaya, India – 793003

Dear Sir,

1. In consideration of Meghalaya Basin Management Agency, having its office at C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong, Meghalaya, India – 793003 (hereinafter referred to as 'MBMA', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the work order dated with M/s _____ having its _____ registered/head office at _____ (Hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and MBMA having agreed that the CONTRACTOR shall furnish to MBMA a performance guarantee for Indian Rupees.....for the faithful performance of the entire CONTRACT.
2. We (name of the bank) registered under the laws of having head/registered office at (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rupees. (in figures) (Indian Rupees (in words)) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by MBMA on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by MBMA in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that MBMA 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

CONTRACTOR and notwithstanding any security or other guarantee that MBMA may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that MBMA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time-to-time exercise of any of the powers vested in MBMA against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of MBMA or any indulgence by MBMA to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of MBMA under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till MBMA discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of MBMA or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rupees (in figures (Indian Rupees (in words)) and our guarantee shall remain in force until . (Indicate the date of expiry of bank guarantee) Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of MBMA under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of MBMA under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank through its authorized officer has set its hand and stamp on this.....day of20 at.....

WITNESS NO. 1

(Signature)

Full name and official
legible letters)

(Signature)

Full name, designation and Address (in
address (in legible letters)

with Bank stamp

Attorney as per power of

Attorney No.....

WITNESS NO. 2

Dated.....

(Signature)

Full name and official

Address (in legible letters)

13. Contract Agreement

Construction of Cable Shade Net House with cable purlin structure (Small Nurseries) under CDP

THIS CONTRACT AGREEMENT (hereinafter called the "Contract Agreement" is made on the _____ day of the month of _____

Between

Meghalaya Basin Management Agency, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong, Meghalaya, India - 793003 (hereinafter called "MBMA" which expression shall, unless excluded by or repugnant to be context be deemed to include its administrators, successors and assigns) of the one part.

And

{Name of the Contractor} having its office at _____ (hereinafter called the "Contractor" which expression shall, unless excluded by or repugnant to be context be deemed to include its successors, legal assigns, executors or administrators) of the second part

Whereas

- a) the Contractor, having represented to the "MBMA" that he has the required skilled personnel and technical resources, has offered to provide in response to the RFP No.____ dated _____ issued by the MBMA;
- b) the "MBMA" has accepted the offer of the Contractor to develop the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - A. The General Conditions of Contract;
 - B. The Special Conditions of Contract;
 - C. The following Appendices (to be completed at the time of contract signing):
 - Appendix A: Work Order (WO)
 - Appendix B: Financial Quote submitted by the Contractor.
 - Appendix C: Performance Bank Guarantee (PBG)
 - Appendix D: Design with details specification and drawing.

2. The mutual rights and obligations of the "MBMA" and the Contractor shall be as set forth in the Contract, in particular:
 - a) the Contractor shall carry out and complete the work in accordance with the provisions of the Contract; and
 - b) the "MBMA" shall make payments to the Contractor in accordance with the provisions of the 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.

All other terms and conditions of the RFP DOCUMENT, bid document, clarifications, corrigendum and addendum if any shall form integral part of this Contract.

For and on behalf of
Meghalaya Basin Management Agency

For and on behalf of
Contractor

Executive Director (Technical)

Witness

Witness

A. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. 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 India for the time being.
- (b) "Contractor" means any firm that will undertake the activities pertaining to establishment of Shade Net House with cable purlin structure for MBMA under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (f) "GC" means these General Conditions of Contract.
- (g) "Government" means the Government of Meghalaya.
- (h) "Party" means the "MBMA" or the "Contractor", as the case may be, and "Parties" means both of them.
- (i) "Personnel" means professionals and support staff provided by the Contractor or by any Sub-Contractor of Contractor and assigned to perform the Services or any part thereof;
- (j) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (k) "Services" means the work to be performed by the Contractor pursuant to this Contract, as described in Appendix A hereto.
- (l) "Third Party" means any person or entity other than the "MBMA", or the Contractor.
- (m) "In writing" means communicated in written form with proof of receipt.

1.2. Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India, for time being in force as amended from time to time.

1.3. Subletting:

The Contractor shall not sublet, transfer or assign this contract or any part thereof without

the prior written consent/approval of the MBMA. In the event of the Contractor contravening this condition, the contract is liable to be terminated and MBMA will be free to get the balance work or services under the contract executed at the risk and cost of the Contractor. The Contractor shall be liable for all the losses, damage which the MBMA may sustain in consequence or arising out of such replacing of the Contract and/or personnel engaged by the Contractor.

1.4. Notices:

- 1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.
- 1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5. Taxes and Duties:

The Contractor shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.6. Fraud and Corruption:

- 1.6.1. **Definitions:** It is the MBMA's policy to require that MBMAs as well as Contractor observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the MBMA defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Contractors, with or without the knowledge of the MBMA, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.6.2. Measures to be taken by the MBMA

- (a) The MBMA may terminate the contract if it determines at any time that representatives

of the Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Contractor having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The MBMA may also sanction against the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a MBMA- financed contract;

2. EFFECTIVENESS, COMMENCEMENT, SCOPE OF WORK, EXPIRATION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the MBMA's notice to the Contractor instructing the Contractor to begin carrying out the works. This notice shall confirm that conditions as stipulated in clause 2 of the Special Condition (SC).

2.2. Commencement of Works and Scope of Work

The successful firm shall begin carrying out the work not later than the number of days after the Effective Date specified in the SC.

2.3. Scope of Work

2.3.1 Work should be completed within 90 days after issuance of work order.

2.3.2 No subcontractors will be allowed to carry out the Job.

2.3.3 All materials have to be ISI brand for construction of this work, e.g ISI Brand GI Pipe, ISI Brand steel and other materials as required for the work.

2.3.4 All local clearance needs to be arranged by bidder. MBMA will do the support if required.

2.3.5 MBMA will provide the specified place, but Fooding along with lodging arrangement for your workers need to be arranged by bidder.

2.3.6 MBMA will provide the specified place; to keep all the material stock but it will be bidder responsibility, MBMA will not take any risk for misplacement.

- 2.3.7 Every 15 days work progress report needs to be submitted along with photograph and Quantities about the Construction work. certified by Site In charge.
- 2.3.8 Labour License is required for the workers who will be engaged during the construction work, exemption for tribals from Meghalaya.
- 2.3.9 5 Nos of Shade Net House need to be constructed at 5 sites.
- 2.3.10 Contractor must have 1 (one) technical manpower at site while work in progress.
- 2.3.11 After sales service must be provided for at least a period of three years.

2.4. Defects Liability

The defects liability period is 180 days from the completion date. The project supervision officer shall give notice to the contractor of any defects before the end of the defect's liability period, which starts as of the completion date. Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified in the project supervision officer's notice. Should the contractor not remedy a defect within the time specified in the project supervision officer's notice, the project supervision officer shall assess the cost of having the defect corrected, and the contractor shall pay this amount, or the employer shall deduct such amount from the amounts due to the contractor.

2.5. Expiration of Contract

Unless terminated or modification this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.6. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.7. Contract Price

The Contract Price for this Contract shall be the total cost of proposal submitted by Contractor in the Financial Proposal. Contract price with applicable taxes and duties if any payable and is as set forth in the SC.

2.8. Modifications or Variations:

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the work, may only be made by written agreement between the Parties.

2.9. Force Majeure:

2.9.1. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. MBMA will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

2.9.2. No Breach of Contract:

The failure of a Party to fulfill any of its obligations hereunder shall not be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.9.3. Measures to be Taken:

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event

as soon as possible, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the work as a result of an event of Force Majeure, the Contractor, upon instructions by the "MBMA", shall either:
- e) Demobilize; or
- f) Continue with the works to the extent possible, in which case the Contractor shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- g) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 9.

2.10. Termination:

The "MBMA" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g):

- a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder,
- b) If the Contractor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Contractor fails to comply with any final decision reached because of arbitration proceedings pursuant to Clause GC 9 hereof.
- d) If the Contractor, in the judgment of the "MBMA", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Contractor submits to the "MBMA" a false statement which has a material effect on the rights, obligations or interests of the "MBMA".
- f) If the Contractor fails to provide the quality work as envisaged under this Contract.
- g) If the "MBMA", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.10.1. In such an occurrence the "MBMA" shall give a not less than seven (7) days' written notice of termination to the Contractor.

2.10.2. Payment upon Termination:

Upon termination of this Contract the "MBMA" shall make the following payments to the Contractor:

- a) If the agreement is terminated, the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, the "MBMA" may

consider making payment for the part satisfactorily performed on the basis of Quantum Meruit assessed by it, if such part is of economic utility to the MBMA. Applicable Under such circumstances, upon termination, the client may also impose Penalty and liquidated damages as per the provisions of Clause 8 and 10 of this agreement. The Contractor will be required to pay any such liquidated damages to MBMA within 30 days of termination date.

3. OBLIGATIONS OF THE CONTRACTOR

3.1. General

3.1.1. **Standard of Performance:** The Contractor shall undertake works and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "MBMA", and shall at all times support and safeguard the "MBMA's legitimate interests in any dealings with Sub-Contractors or Third Parties.

3.2. **Confidentiality:** Except with the prior written consent of the "MBMA", the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired during the Services, nor shall the Contractor and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.3. **Insurance to be Taken out by the Contractor:** The Contractor shall take out and maintain insurance for the equipment and materials along with manpower personal injury or death, at their own cost, against any risks.

3.4. **Reporting Obligations:** The Contractor shall submit to the "MBMA" the reports and documents specified in Appendix A, if applicable hereto, in the form, in the numbers and within the time periods as provided in the statute or by Management of Meghalaya Basin Management Agency.

3.5. **Documents Prepared by the Contractor to be the Property of the "MBMA":** All data, reports and other documents prepared by the Contractor for the "MBMA" under this Contract shall become the property of the "MBMA", and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "MBMA".

4. CONTRACTOR's PERSONNEL

4.1. **General:** The Contractor shall employ and provide such qualified and experienced Personnel as are required to carry out the works.

Except as the "MBMA" may otherwise agree, no changes shall be made in the key Personnel. (a) If, for any reason beyond the reasonable control of the Contractor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any

of the Personnel, the Contractor shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "MBMA" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the "MBMA's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "MBMA". Additional travel and other costs arising out of or incidental to any removal and/or replacement, and (iii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

The Contractor shall not sub-contract any or part of the work.

5. OBLIGATIONS OF THE "MBMA"

5.1. Assistance and Exemptions: Unless otherwise specified in the SC, the "MBMA" shall use its best efforts to ensure that the Government shall:

- a) Provide the Contractor, and Personnel with work permits and such other documents as shall be necessary to enable the Contractor or Personnel to perform the works.
- b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the works.
- c) Provide to the Contractor and Personnel any such other assistance as may be specified in the SC.

5.2. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Contractor for providing the works i.e. GST tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Contractor in performing the works, then the remuneration and reimbursable expenses otherwise payable to the Contractor 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 in Clause GC 6.1(b).

5.3. Payment: In consideration of the works performed by the Contractor under this Contract, the "MBMA" shall make to the Contractor such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE CONTRACTOR

6.1. Total Cost of the Assignment

- a) The total cost of the works payable to the Contractor as per the financial bid submitted to the MBMA and as negotiated thereafter.
- b) There is no separate/ additional payments will be made for any visits undertaken or incidental expenses incurred in compiling the documentation.
- c) Except as may be otherwise agreed under Clause GC 2.5 and subject to Clause GC 6.1©, payments under this Contract shall not exceed the final amount.
- d) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to Clause 5.2 hereof, the Parties shall agree that additional payments shall be made to the Contractor to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2. Currency of Payment: All payments shall be made in Indian Rupees.

6.3. Payment Terms of the Contractor

- A) 80% payment on running bills as certified by Civil Engineer, Site Project in charge and MBMA technical team within 30 days. All bills to be submitted on monthly basis.
- B) Balance 20% to be released after satisfactory completion of the building in all respect certified by Civil Engineer, Site Project in charge and MBMA technical team along with inspection report and work completion certificate within 30 Days

7. FAIRNESS AND GOOD FAITH

7.1. Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2. Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 9 hereof.

8. Penalty

8.1.1 Failure to execute the entire contract within 120 days from the date of issue of work order will attract a penalty of 1% per 15 days, on the full value of the contract up to a

maximum of 10%. Delays beyond that period will be viewed as violation of the contract terms and will be dealt accordingly.

- 8.1.2 The response time for attending the complaint raised by MBMA has to be within 48 hours and resolution time for the same has to be within the next 48 hours. Failure to comply with the above timeline will attract a penalty of Rs.1000/- per day.
- 8.1.3 Any delay on the part of Contract should be intimated and sorted out immediately without affecting the progress of works.

9. SETTLEMENT OF DISPUTES

- 9.1. **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Clause GC 9.2 shall become applicable.
- 9.2. **Arbitration:** In the case of dispute arising upon or in relation to or about the contract between the MBMA and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the MBMA and the Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 9.3. Arbitration proceedings shall be held in Shillong, Meghalaya India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 9.4. The decision of a majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the MBMA and the Contractor. However, the expenses incurred by each party about the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

10. Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be Shillong, Meghalaya only.

B. SPECIAL CONDITIONS OF CONTRACT

SCC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.4.1& 1.4.2	<p>Addresses:</p> <p>Meghalaya Basin Management Agency C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong, Meghalaya, India - 793003 Phone No. +91-364-2522042</p> <p>Contractor:</p>
2.	2.1	Effective date of contract
3.	2.2	The time period shall be one week from the effective date.
4.	2.3.1	The time period/ duration of contract shall be up-to 90 days
5.	2.6	The Contract Price is Rs._____ (Rupees.....) inclusive of all applicable taxes and charges.
6.		<p>The Performance Security amount equals to 5% of the contract value i.e., Rs. ____ (Rupees ____). The validity of the Performance Security is valid 9 Months.</p> <p>In case the contract period is extended further, the validity of Performance Security shall also be extended by the Agency accordingly.</p>
7.		<p>Account Details of the Contractor:</p> <p>Name and Address of the Beneficiary:</p> <p>Bank:</p> <p>Branch:</p> <p>Address of the Bank:</p> <p>Account Number:</p> <p>Account Type:</p> <p>RTGS/NEFT/IFSC CODE:</p> <p>MICR NO:</p>