



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

REQUEST FOR EMPANELMENT (RFE) OF SUPPLIERS

FOR SUPPLY OF LAKADONG TURMERIC SEEDS FOR CLUSTER DEVELOPMENT PROGRAMME

RFE No: MBMA/CDP/2024/06/825

Dated: 21st October 2024

Meghalaya Basin Management Agency (MBMA)

Procurement Division (CDP)

C/o Meghalaya State Housing Financing & Cooperative Society,

Upper Nongrim Hills, Shillong, Meghalaya, India – 793003



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

Contents

1. Purpose	3
2. Important Dates	3
3. Information to bidders	4
4. Scope of Work	4
5. Eligibility Criteria (Technical Bid)	5
5.1 Technical Evaluation.....	5
6. Submission of Bids Procedure.....	6
7. Evaluation and Empanelment Procedure	7
8. Payment Schedule.....	8
9. Penalties.....	8
10. General Terms and Conditions.....	8
10.1. Nativity.....	8
10.2. Relationship	8
10.3. Right to rejection and right to annulment.....	9
10.4. Fraud and Corruption	9
10.5. Confidentiality	9
10.6. Applicable Law	10
10.7. Jurisdiction of courts	10
10.8. Frequency of Empanelment	10
10.9. Indemnity.....	10
10.10. Disclaimer	11
10.11. Binding Clause	11
10.12. Vendor's Integrity	11
10.13. Vendor's Obligations.....	11
10.14. Confidentiality	11
10.15. Termination of the Contract	12
10.16. Dispute Resolution.....	12
10.17. Force Majeure.....	13
1. Annexures	14
Form 1: Checklist for submission of response to RFE	14
Form 2: Declaration (on the letterhead).....	15
Form 4: Bidders Information.....	17
Form 5: Experience	17
Form 6: Declaration for Non-Debarment & Non-Blacklisting	18
Form 7: Format for Response to Tender: Financial Bid.....	19



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003
(CIN No. U75144ML2012NPL008509)
Phone: +91-364- 2522921/2522992
Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

1. Purpose

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 invites Request for Empanelment (RFE) for the supply of Turmeric Seeds, in order to meet the Agri Inputs requirement for its ongoing project under Cluster Development Programme.

The Agri Input suppliers will be initially empaneled for a period of four (4) years to help MBMA in the various activities in the project. The suppliers will be short listed based on the information provided by them. Those who qualify the eligibility criteria will be evaluated for technical criteria.

MBMA reserves the right to reject any or all of the responses to this RFE without assigning any reason

MBMA takes no responsibility for delay, loss or non-receipt of response to RFE

The RFE document is available at <https://www.mbda.gov.in> & <https://www.mbma.org.in>

2. Important Dates

Sl. No	Particular	Details
1.	Publishing of RFE	21 st October, 2024
2.	Submission of pre-bid written queries (e-mail only) to cdpprocurement.mbma@gmail.com	30 th October 2024, 15:00 IST
3.	Pre-Proposal Conference – Meghalaya Basin Management Agency Procurement Division (CDP) C/o Meghalaya State Housing Financing & Cooperative Society, Nongrim Hills Shillong 793003 The bidders may also join through a virtual meeting. The interested bidders mail to cdpprocurement.mbma@gmail.com	06 th November 2024, 15:00 IST
4.	Publication of pre-proposal clarifications and Issue of Corrigendum/Addendum (if any)	11 th November, 2024
5.	Last date and Time for RFE submission	21 st November, 2024
6.	Bid opening Date & Time	23 rd November 2024, 15:00 IST
7.	List of shortlisted vendors will be published on website	To be notified later



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

3. Information to bidders

- i. Only the local vendors of the State of Meghalaya with relevant experience are requested to submit their bids.
- ii. The bidder shall submit the hard copy of the bids to the following address:
**Meghalaya Basin Management Agency
Procurement Division (CDP)
C/o Meghalaya State Housing Financing & Cooperative Society,
Nongrim Hills Shillong 793003**
Bids submitted by any other mode is not acceptable and will be rejected.
- iii. The bidder shall ensure that all the documents submitted should be stamped and signed by an authorized representative of the Vendors.
- iv. Any deviation to this RFE terms & conditions, and schedules of this RFE will lead to rejection of the offer.
- v. Bidders who have been suspended or black listed by departments/agencies and other organizations in Meghalaya will not be allowed to participate in the RFE and should provide a declaration of the same.
- vi. If a bidder deliberately gives wrong information in his bid documents or creates conditions favorable for the acceptance of his bid, MBMA will reject such offer at any stage.
- vii. Canvassing in any form in connection with this RFE is strictly prohibited and the bid documents submitted by the agencies who resort to canvassing will be liable for rejection.
- viii. Should a bidder or in the case of a firm or company of contractors/any of its shareholder's or shareholder's relative is employed in MBMA, the authority inviting the RFE shall be informed in writing of this fact at the time of submission of the bids, failing which the bidder may be disqualified, or if such fact subsequently comes to light, the contract may be cancelled.
- ix. MBMA reserves the right to cancel the tender at any stage due to unavoidable circumstances without assigning any reason whatsoever.
- x. The bids submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of bid proposals.

4. Scope of Work

MBMA/MBMA through its ongoing project aims to engage suppliers which can be individuals or groups which could provide turmeric seeds in order to meet the Agri Inputs requirement for various activities in the execution of the project.

Scope of work includes an indicative list of works which the empanelment of supplying would be subjected to during the period of the project.

- The suppliers would be required to supply Agri inputs on time with approved quality and with accurate quantity to the farmers preceding the cropping season.
- The supplier has to followed the TOR as mentioned in the Supply Order or Guidelines



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003
(CIN No. U75144ML2012NPL008509)
Phone: +91-364- 2522921/2522992
Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

Issued by MBMA for Supply of Agri Inputs.

- The supplier/ suppliers unable to deliver the work as per contract will be blacklisted and may attract penalty. Their contract will be issued to another vendor who can deliver the same.
- Only the registered suppliers can supply certified quality inputs to the farmers in the cluster.

5. Eligibility Criteria (Technical Bid)

Sl. No	Criteria	Documents to be submitted
1.	Bidder should be a sole proprietorship/SHG/PG/VO/ IVCS/ Cooperative Society/ partnership firm/ company registered in India	Certificate of Registration/Partnership Deed/Letter from Dorbar Shnong/ District councils
2.	The bidder may furnish valid certificate of GST/PAN Card, or any other statutory documents where address proof is mentioned.	Copy of PAN/GST or any statutory documents where address proof is mentioned. <ul style="list-style-type: none"> • PAN card is mandatory to be submitted, with relaxation for informal groups. • For informal groups e.g SHG/PG/VO, groups may authorize a member from the group to provide the PAN details.
3.	Bidder should have executed similar contracts for reputed organizations like Central/State Governments/Academic Institutions/ PSUs /Private sector	Copy of Work order and a list of agencies with whom the vendor has worked in the past [Please see Form 5 in Annexure]
5.	No pending cases or violation of any statutory laws related to illegal activities or financial fraud.	Self-certified letter attested by the authorized signatory
6.	The vendor should be based in Meghalaya and have its own facilities.	Documentary proof of the address / registration

5.1 Technical Evaluation

The technical evaluation will be done on the basis of documents submitted by the applicants. The applicants is expected to submit hard copies of the documents. Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003
(CIN No. U75144ML2012NPL008509)
Phone: +91-364- 2522921/2522992
Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

The qualifying score will be 70 marks out of 100. The agencies who qualify in the technical evaluation will be ranked on the basis of merit and will be selected for empanelment.

Sl. No.	Type	Max. Marks
1	Empaneled with Govt. Department/ Ministry (State/ Central)/PSU/Private Institutions)	10
2	Work Experience with Govt. organizations/ PSUs/ Autonomous bodies/ Private Sector/ others in last 2 years in the activity applied for. Additional Marks for Agencies already working in the West Jaintia Hills cluster +10 marks	20+10
3	Work Order/ Purchase Order with Completion Certificate Categories your work order FY wise (Ref Form6) Work order/ Purchase Order value Above 20 lakh (20 marks) Work order/ Purchase Order 10 to 20 lakh (15 marks) Work order/ Purchase Order value 5 to 10 lakh (10 marks) Work order/ Purchase Order value up to 5 lakh (5 marks)	20
4	Office of the Agencies Copies of relevant documents like MSME, GST, Rent/Lease Agreement, Trading License Operating within West Jaintia Hills Cluster – 20 Marks Operating outside West Jaintia Hills Cluster – 10 Marks	20
5	Turnover of the Agencies for the last 2 years For average turnover of 1 crores and above – 20 marks For average turnover of 50 lakhs-1 crores – 15 marks For average turnover of 20 lakhs-50 lakhs – 10 marks For average turnover of 5 to 20 lakhs- 5 marks	20
	Total	100 marks

6. Submission of Bids Procedure

- i. Bids shall be submitted their bids in two envelop one envelop for Eligibility Criteria (Technical Bid) & Technical Evaluation Pt. 5 & 5.1, and second envelop for Financial Proposal Form 7
- ii. Envelope One: Technical Documents as mentioned in Pt. 5 – Eligibility Criteria (Technical Bid) & Pt. 5.1 – Technical Evaluation



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

- iii. Envelope Two: Financial Bid as mentioned in Form 7: Format for Response to Tender: Financial Bid
- iv. Envelope must be marked as “Application for the Empanelment of suppliers for Turmeric Seeds for Cluster Development Programme MBMA” which is completely sealed
- v. The details of the bidders should be clearly mentioned in the envelope.
- vi. The bids should be filled by the bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the tender, the English translation shall govern.
- iv. MBMA reserves the right to reject any or all of the responses to this RFE without assigning any reason. MBMA takes no responsibility for delay, loss or non-receipt of response to RFE.

7. Evaluation and Empanelment Procedure

- i. This RFE is not an offer by MBMA, but an invitation to receive responses from eligible interested vendors for supply of Turmeric Seeds for MBMA. MBMA will empanel limited agencies who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process.
- ii. The evaluation shall be strictly based on the information and supporting documents provided by the agencies in the application submitted by them. It is the responsibility of the agencies to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by MBMA is not provided by the vendor (s), MBMA may choose to proceed with evaluation based on information provided and shall not request the vendor for further information. Hence, responsibility for providing information as required in this RFE lies solely with the vendor.
- iii. Scrutiny of eligibility criteria mentioned in this RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed and stamped, qualification criteria fulfilled and all relevant papers submitted are in order as per RFE. The Evaluation Committee can seek additional information from the agencies, if needed. The response to the RFE not conforming to requirements, financial turnover requirement, office location and past work record will be rejected clarification on their applications.
- iv. First the Eligibility Proposal Documents will be reviewed/evaluated and only those bidders who qualify the minimum requirements specified in the RFE, will be eligible for further evaluation. All the supporting documents/documentary evidence must be attached as per specifications done in eligibility criteria.
- v. The decision of MBMA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with MBMA and it may ask for meetings with the bidders or may issue in writing/email to seek clarifications or conformations on their proposals.
- vi. MBMA may select a single or multiple vendor(s) depending on the requirement. The allocation of work will be based on financial quote lowest rate (L1) as quoted by the vendor.



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

- vii. The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the empanelment. The qualified agency shall carry out work and its obligations with due diligence, efficiency and economy, ensure in accordance with generally accepted norms, techniques and practices used in the industry. Non acceptance of the work order shall result in the agency liable for being blacklisted by the MBMA.

8. Payment Schedule

- i. The Competent Authority of MBMA will certify that the job is completed and satisfactorily and as per the supply order. The payment will be made within 30 days after the receipt of the invoice/bill after due verification of the invoice & other supporting documents.
- ii. Financial claims related to additional working hours/work in holidays, among others and TA/DA may be agreed upon during the contract negotiation phase.
- iii. The Tax Deduction at Source (TDS) shall be made as per the provisions of Income Tax/GST Acts and Rules, as amended from time to time and a certificate to this effect shall be provided to the selected/empanelled bidder(s).
- iv. No Payment shall be made in advance to neither the selected Bidder nor any loan from any bank or financial institution be recommended on the basis of work award.
- v. All payments to be made to the vendor shall be done only in accordance with the payment regulation of MBMA.

9. Penalties

- i. In case of delay in execution of the assigned work by the empanelled vendor(s) as mentioned in the work order, MBMA may cancel the work order of the assigned work.
- ii. If any of the services performed by the agencies fail to conform to the specifications of the assigned work order or in the event of failure of the execution of work due to indifferent (such as inadequate interactions with MBMA), negligent (such as late reporting to work after one warning), non-supportive attitude and behaviour of the assigned resource, non-engagement of adequate resources in the prescribed time frame) of the Vendor(s). MBMA may decide to abort the empanelment because of such failure and may even lead to the termination of the contract.

10. General Terms and Conditions

The following terms and conditions are of a general nature, and are given here only for the information of the Vendor

10.1. Nativity

The organization must be incorporated in Meghalaya as per details given under this RFE

10.2. Relationship

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between "MBMA" and the "vendor". No partnership shall be constituted between MBMA and the vendor by virtue of this empanelment nor shall either party have



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power

10.3. Right to rejection and right to annulment

MBMA reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such decision.

10.4. Fraud and Corruption

MBMA requires that the agencies engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). MBMA will reject the application for empanelment, if the vendor recommended for empanelment, has been determined by MBMA to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MBMA or any personnel during the tenure of empanelment
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to MBMA, and includes collusive practice among agencies (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive MBMA of the benefits of free and open competition
- iii. "Unfair trade practices" means supply of items different from what is ordered on, or changes in the Scope of Work which was agreed by MBMA and the vendor
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment
- v. "Collusive practices" means a scheme or arrangement between two or more agencies with or without the knowledge of the MBMA, designed to establish prices at artificial, non-competitive levels
- vi. MBMA will reject an application for award, if it determines that the vendor recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment

10.5. Confidentiality

Information relating to evaluation of application and recommendations concerning award of work shall not be disclosed to the agencies who submitted the applications or to other persons not officially concerned with the process. The undue use of confidential information by any vendor related to the empanelment process may result in the rejection of their application.



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

10.6. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time

10.7. Jurisdiction of courts

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Meghalaya only

10.8. Frequency of Empanelment

MBMA shall empanel Agri Input suppliers for (4) years. The empanelment duration may be extended by one year or till the project is running at the sole discretion of MBMA on same terms & conditions

10.9. Indemnity

The agencies will indemnify MBMA against any misuse of MBMA name and its entities and logo. For any misuse of MBMA name and such logos, the vendor themselves will be held responsible. MBMA will take necessary legal and other actions for such cases. MBMA will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the vendor

- i. Termination / Withdrawal /Without prejudice to any other right or remedy it may have, either party may terminate this agreement at any time by giving one-month advance notice in writing to the other party
- ii. MBMA reserves the right to withdraw/ terminate empanelment of vendor in any of following circumstances
 - a) Vendor becomes insolvent, bankrupt, resolution is passed for the winding up of the vendor' organization
 - b) Information provided to MBMA is found to be incorrect
 - c) Empanelment conditions are not met within the specified time period
 - d) Misleading claims about the empanelment status are made
 - e) Clear evidence is received that empanelled vendor has breached copyright laws/ plagiarized from another source
- iii. If the vendor does not execute the contract to the satisfaction of the MBMA then it may invoke any or all of the following clause:
 - a) Forfeit the Performance Bank Guarantee submitted to MBMA as Security deposit
 - b) Terminate the contract without any liability of MBMA towards the empanelled vendor
 - c) Amendment at any time prior to deadline for submission of applications, MBMA may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all agencies



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

10.10. Disclaimer

- i. This RFE is not an offer by MBMA, but an invitation to receive responses from eligible interested agencies for supply of Agri inputs for MBMA. MBMA will empanel limited agencies who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process.
- ii. The evaluation shall be strictly based on the information and supporting documents provided by the agencies in the application submitted by them. It is the responsibility of the agencies to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by MBMA is not provided by the vendor(s), MBMA may choose to proceed with evaluation based on information provided and shall not request the vendor for further information. Hence, responsibility for providing information as required in this RFE lies solely with vendor.

10.11. Binding Clause

All decisions taken by the MBMA regarding this contract shall be final and binding on all concerned parties.

10.12. Vendor's Integrity

The Vendor is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the contract.

10.13. Vendor's Obligations

- i. The Vendor is obliged to work closely with the MBMA's staff, act within its own authority and abide by directives issued by the MBMA.
- ii. The Vendor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanour

10.14. Confidentiality

- i. The selected/empanelled bidder(s) shall keep confidential all the details and information with regard to the assignment, individual information of resources including documents, employee records, systems, facilities, operations, management and maintenance of the systems/facilities
- ii. MBMA or its nominated vendor(s) shall retain all rights to prevent, stop and if required take the necessary punitive action against selected/empanelled bidder regarding any forbidden disclosure.
- iii. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information
 - a) Information already available in the public domain
 - b) Information which has been developed independently by selected/empanelled bidder
 - c) Information which has been received from a third party who had the right to disclose the aforesaid information
 - d) Information which has been disclosed to the public pursuant to a court order



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

- iv. Any handover of the confidential information needs to be maintained in a list, both by MBMA & selected Bidder(s), containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
- v. Notwithstanding anything to the contrary mentioned hereinabove, selected Bidder(s) shall have the right to share the Letter of Intent / work order provided to it by MBMA in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement

10.15. Termination of the Contract

- i. MBMA, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time of its convenience. The notice of termination shall specify that termination is for MBMA convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by MBMA
- ii. If the Bidder fails to supply the Agri Inputs for three times consecutively, the Work Order/Contract will be cancelled

10.16. Dispute Resolution

- i. If a dispute arises in relation to the conduct of this Contract (dispute), parties must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). A party claiming a dispute has arisen must give the other parties to the dispute notice setting out details of the dispute
- ii. During the 14 days after a notice is given (or longer period if the parties to the dispute agree in writing), each party to the dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the dispute. If the parties cannot resolve the dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute between the parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction at Meghalaya. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re- enactments thereof. Arbitration Proceedings shall be conducted in English. The Arbitration proceedings, its seat and venue will be held at the jurisdiction at



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

Meghalaya. Any legal dispute will come under the sole and exclusive jurisdiction of courts at Meghalaya

10.17. Force Majeure

- i. For the purposes of this Engagement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies
- ii. Force Majeure shall not include:
 - a) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor
 - b) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this engagement, and avoid or overcome in the carrying out of its obligations hereunder
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

1. Annexures

Form 1: Checklist for submission of response to RFE

Below table summarizes the list of mandatory documents to be submitted mandatorily with Eligibility

Sl. No	Documents to be submitted	Yes/No	Ref. Pg. No.
1.	Cover Letter (as per Form 2)		
2.	Tender submitted		
3.	Details of the Bidder's Operations and Business (as per Form 4)		
4.	Submitted documents in pre-qualification criteria		
	i. Copy of Certificate of Registration/ Incorporation		
	ii. Copy of PAN		
	iii. Copy of Tax Registration (GST)		
	iv. Any other document		
	v. Bid signed and stamped by authorized signatory on all pages		
5.	Project Experience details and documentary evidences (as per Form 5)		
6.	Self-certified letter attested by the authorized signatory for non-debarment (as per Form 6)		

Note: All documents including annexure must be properly marked, signed and sealed and placed in the above-mentioned order.

SIGNATURE: Authorized Signatory Date:

Full name and designation and contact details (Seal organization)



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

Form 2: Declaration (on the letterhead)

(On the letterhead)

<Location, Date>

To:

Deputy Project Director,
Meghalaya Basin Management Authority (MBMA)
C/o Meghalaya State Housing Financing & Cooperative Society,
Nongrim Hills Shillong 793003

Subject: Submission of Eligibility and Technical bid for Request for Empanelment (RFE) Of Suppliers for Supply of Turmeric Seeds for the Cluster Development Programme, Meghalaya Basin Management Agency

Dear Sir/Madam,

The undersigned, offer to provide Services to MBMA on Suppliers for Supply of Turmeric Seeds for the Cluster Development Programme with your Request for Empanelment dated 30th September 2024 and our Proposal. We are hereby submitting our Proposal, which includes this Eligibility Criteria (Technical Bid) and Technical Evaluation at one sealed envelope and financial bid in a separate envelope which is properly sealed.

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

I undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Fact Sheet.

I agree to abide by all the terms and conditions of the RFE document. We would hold the terms of our bid valid for at least for 180 days as stipulated in the RFE document.

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

I, (Name & Designation) solemnly affirm on behalf of my company/ firm that the facts stated above about my company/ firm are correct and nothing has been concealed. If any information submitted above, is found to be false or fabricated, my company/ firm may be debarred from bidding process. I permit MBMA to inspect our records to ascertain the above facts. I permit MBMA to cross check the above facts from any other source.



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

I or my authorized representative, if required by MBMA, would make a presentation before the duly constituted Committee at my own cost.

I will abide by the decision of MBMA regarding selection.

I have read & understood the RFE and agree to all the terms & conditions stated therein.

SIGNATURE -

Authorized Signatory Date:

Full name and designation and contact details with address (Seal Organization)



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
 Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003
 (CIN No. U75144ML2012NPL008509)
 Phone: +91-364- 2522921/2522992
 Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

Form 4: Bidders Information

Sl. No.	Information Sought	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Year of Establishment	
4.	Details of registration with appropriate authorities (e.g., PAN, GST etc.)	PAN, GST, Documentary evidences required
5.	Details of Contact Person: Name, Address, E-Mail, Phone nos. Fax nos., Mobile Number	
6.	Address of Office/location with contact details (Phone, Fax, e-mail etc.)	
7.	Experience	Form 5
8.	Certificate for No debarment/non blacklisting	Form 6

SIGNATURE -

Authorized Signatory Date:

Full name and designation and contact details with address (Seal Organization)

Form 5: Experience

No	Name of the Agency	Work Order details with date	Year	Amount	Details of items

SIGNATURE -

Authorized Signatory Date:

Full name and designation and contact details with address (Seal Organization)



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

Form 6: Declaration for Non-Debarment & Non-Blacklisting

(On the letter head of the bidder)

We hereby certify that we, M/s_____ (name of the bidder), having registered office at _____ (address of the registered office) have not been debarred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking.

The certificate below is to be provided by the Bidder.

Yours Sincerely,

SIGNATURE -

Authorized Signatory Date:

Full name and designation and contact details with address (Seal Organization)



MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills,
Behind Bethany Hospital, Shillong, East Khasi Hills District, Meghalaya – 793003

(CIN No. U75144ML2012NPL008509)

Phone: +91-364- 2522921/2522992

Website: www.mbda.gov.in, E-mail: admin.mbda@gov.in

Form 7: Format for Response to Tender: Financial Bid

Sl No.	Items	Description	Rate per Unit	UoM
1	Turmeric Seeds			
2		Transportation		
3		Loading		
4		Unloading		
5		Labour charges		
6	Any other Charges- add new rows and update the details			