

REQUEST FOR PROPOSALS

FOR

MANUFACTURING, SUPPLY AND INSTALLATION OF SIGNBOARDS FOR VPICs UNDER MegLIFE

- RFP Reference No** : MBDA/MegLIFE/2023-24/1462
- Client** : Meghalaya Basin Development Authority (MBDA)
- Location & Country** : Meghalaya, India
- Project** : Project for Community Based Forest Management & Livelihood Improvement in Meghalaya (MegLIFE)



Meghalaya Livelihood Improvement
through Forest Enhancement



Meghalaya Basin
Development Authority



Japan International
Cooperation Agency

17th January, 2024

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1. Executive Summary

1.1. Objective

The Meghalaya Basin Development Authority (MBDA) has received financing from Japan International Cooperation Agency (JICA) toward the cost of Project for Community Based Forest Management and Livelihood Improvement in Meghalaya and intends to apply part of the proceeds towards payments under the Contract.

2. Invitation to the Proposal

The invitation to proposal is for “The Manufacturing, Supply and Installation of Signboards for VPICs under MegLIFE” within the Districts of the State of Meghalaya.

The Bidders are advised to study this RFP document carefully. submission of proposals 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

The Meghalaya Basin Development Authority (MBDA) invites proposals for The Manufacturing, Supply and Installation of Signboards for VPICs under MegLIFE within the Districts of the State of Meghalaya, as per the scope of the Proposal.

2.2. Address for Proposal Submission & Correspondence

The Procurement Unit, MegLIFE office
2nd Floor, Shalom Building, Block-3
Lower Lachumiere, Shillong, PIN-793001
Ph: 0364-2510190; Email: mbdaprocurement@gmail.com

2.3. Key Events, Dates and Important Information

Sl. No	Event/Information	Details
1	RFP Reference No.	MBDA/MegLIFE/2023-24/
2	Tender Publication Detail	The tender document can be seen and downloaded from the website https://mbda.gov.in and https://meglife.in/
3	Date of Publishing of Proposals	17 th January, 2024
4	Last Date & Time of Receiving Queries	23 rd January, 2024 before 3:00 PM IST
5	Pre-Proposal Meeting	24 th January, 2024, 3:00 PM IST Bidder are required to email to mbdaprocurement@gmail.com for the meeting link
6	Last Date and Time for Submission of proposals	7 th February, 2024, Before 4:00 PM IST
7	Date and Time of Opening of Technical Proposals	7 th February, 2024, Before 4:30 PM IST
8	Date & Time for opening of Financial Proposals	To be notified later only to technically qualified bidders
9	Proposal Validity Period	120 days from the date of submission
11	Performance Bid Security (PBG) Amount	5% of the contract value
12	Maintenance and support	2 Years

13	Contact email	mbdaprocurement@gmail.com
15	Telephone No.	+913643510190

2.4. Distribution of RFP Document

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

2.5. Pre-Proposal Conference

The MBDA shall organize a Pre-Proposal Conference on the scheduled date and time in the Conference Hall of MBDA. MBDA may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Proposal Conference. The decision of the MBDA 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- Proposal 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> and <https://meglife.in/>). The prospective participants have to inform MBDA on the email id mentioned in Section 2.3 for attending the pre-proposal conference.

2.6. Amendment of RFP Document

At any time before the deadline for submission of proposals, MBDA 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> and <https://meglife.in/>. The Bidders are also advised to visit the website on regular basis for checking necessary updates. MBDA also reserves the right to amend the dates mentioned in clause 2.3 of this proposal document.

2.7. Deadline for submission of Proposal

The Proposal response shall be submitted in hard copy, not later than the 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 MBDA. The proposals must be complete in all respect and should cover the entire scope of work as stipulated in the RFP document. The invitation to proposal 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 2020-21, 2021-22 and 2022-23 should be Rs 10 Crore for the last 3 years	Average Annual Turnover Certificate along with Copies of the audited balance sheet of the company showing the same should be submitted
4	The bidder must have successfully completed projects of Govt /PSU / Bank for Supply, Installation & Maintenance of Equipment's of similar nature during last five (5) financial years	Summary of Experiences along with Work orders or Sanction orders should be submitted
5	The Product offered should meet all the technical and functional specifications given in the section 4. Scope of Work and Section 5. Bill of Materials. 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	The bidder should not be blacklisted by any Government department/PSUs/Private sector	Self-declaration of the same

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 supply, installation, equipment as per Scope of Work and Bill of Materials	20	More than 5 years = 20 marks More than 3 years and less than 5 years= 17 marks Less than 3 years = 14 marks
2	Performance of ongoing projects supply, installation, equipment or similar equipment	20	Operational at 3 sites= 20 marks Operational at 2 sites= 17 marks Operational at 1 sites= 14 marks
3	Financial strength of the bidder	20	Average turnover of the last 3 FY: More than 15 Crore = 20 marks More than 10 Crore and less than 15 Crore = 17 marks Less than 10 Crore = 14 marks
4	Technical compliance of the specification as per the requirements in Scope of Work and Bill of Materials	40	Marks will be allocated as per the compliance and specifications of the machines up to a maximum of 40 marks

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

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 proposal as per the bill of materials specified in **Section 5: Bill of Materials** no extra cost/payment will be done by MBDA other than the amount that is quoted by the bidder.

4. Scope of Work

1. The Manufacturer/Supplier shall undertake:

For Signboard - Type 1:

- a) Earthwork in excavation by manual means up to a depth of 2m below the existing ground level for foundation trenches of foundations, footings of column/ walls, retaining walls, septic tank etc. including bailing out water where necessary and removal of surplus earth with all lead and lifts as directed and specified for the following classification of soils.
 - (i) All kinds of soil (ordinary soil/ hard soil/ dense soil)
- b) Providing and erecting direction and place identifications of semi reflective sign boards as per IRC: 67 made of 2 mm thick MS Sheet duly stove enameled paint in white colour in front and grey colour on back with reflective border of 70 mm width and required message, letters, figures, with reflective tape of engineering grade as per MORD specifications of required shade and colour. Supported and welded on two nos. of 47 mm x 47mm of SWG Square Tube of 3.05 m height duly strengthened by 25 mm x 5 mm MS flat iron on edges on back firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 45 cm x 45 cm x 60cm, 60cm deep below ground level as per approved drawing and Technical Specification Clause 1701.
- c) Providing and applying two coats of ready-mix paint including primer coat of approved brand on steel surface after thorough cleaning of surface to give an even shade as per drawing and Technical Specification Clause 1701
 - (i) With Anti Corrosive Paint

For Signboard - Type 2:

- a) Earthwork in excavation by manual means up to a depth of 2m below the existing ground level for foundation trenches of foundations, footings of column/ walls, retaining walls, septic tank etc. including bailing out water where necessary and removal of surplus earth with all lead and lifts as directed and specified for the following classification of soils.
 - (i) All kinds of soil (ordinary soil/ hard soil/ dense soil)
- b) Providing and erecting direction and place identifications of semi reflective sign boards as per IRC: 67 made of 2 mm thick MS Sheet duly stove enameled paint in white colour in front and grey colour on back with reflective border of 70 mm width and required message, letters, figures, with reflective tape of engineering grade as per MORD specifications of required shade and colour. Supported and welded on two nos. of 47 mm x 47mm of SWG Square Tube of 3.05 m height duly strengthened by 25 mm x 5 mm MS flat iron on edges on back firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 45 cm x 45 cm x 60cm, 60cm deep below ground level as per approved drawing and Technical Specification Clause 1701.
- c) Providing and applying two coats of ready-mix paint including primer coat of approved brand on steel surface after thorough cleaning of surface to give an even shade as per drawing and Technical Specification Clause 1701

a. With Anti Corrosion Paint

2. The bidder should be responsible to bear all the costs required for the minimal civil works for carrying out this activity.
3. Delivery including fitting and fixing of the signboards has to be made at the MegLIFE Project Village as per the list of the villages provided in the **attached Annexure I and design as per Annexure II**. The cost of which shall be included in the quoted price.
4. Bidder has to quote separate price quotation for Signboards-Type 1 and Signboards-Type 2
5. Price to be quoted Block wise as per the block list provided below:

5. Bill of Material (BoM)

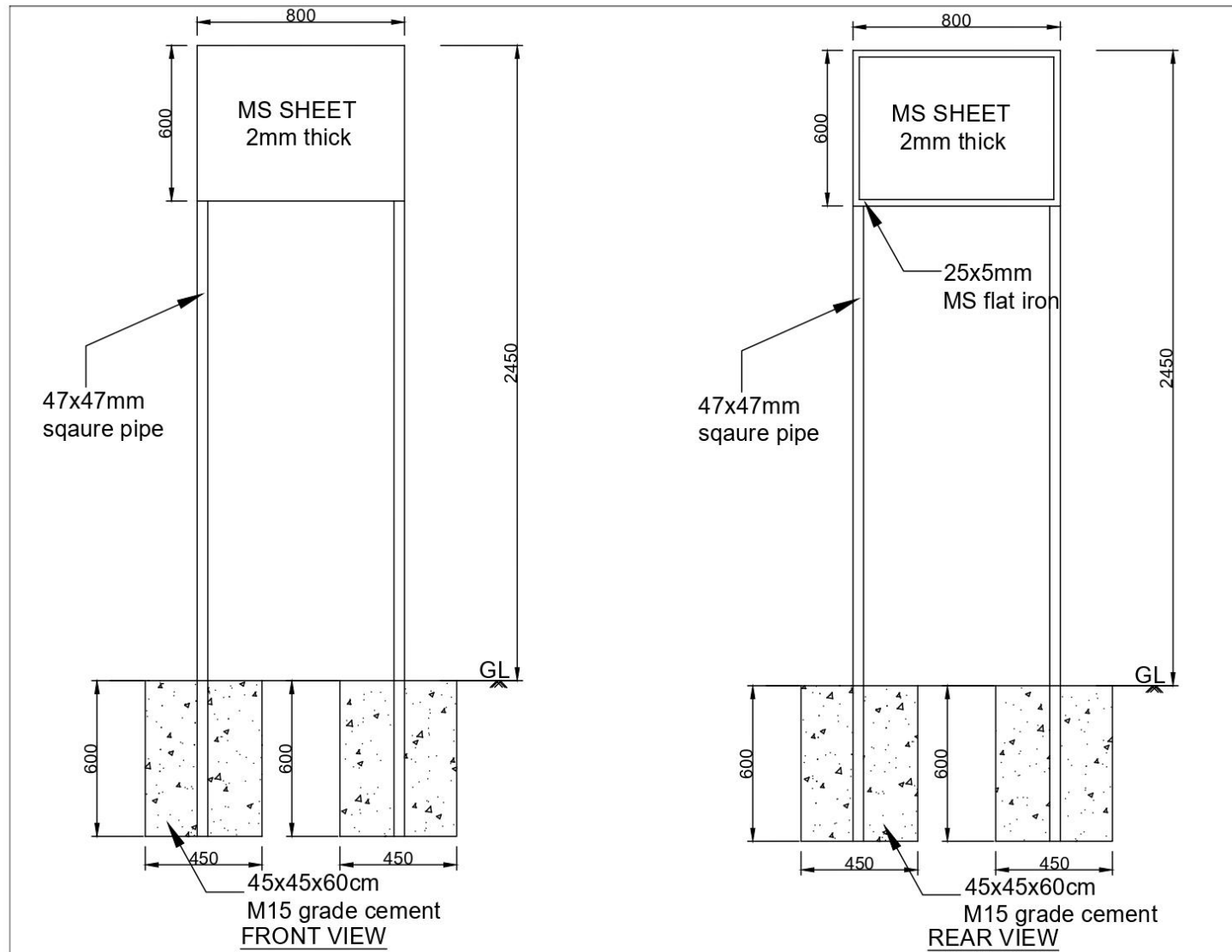
Items	Qty	Specifications
Signboards-Type 1	9 nos. per VPIC	<ul style="list-style-type: none"> • Size of Sign board: 800mm (width). x 600mm (height) • Flat iron structure: 25 mm x 5 mm MS flat iron. • Iron pole length/height: 3.05m. The pole should be erected on ground with 600mm inside the ground. Hence, the top part of the signboard should be 2.45m above the ground level (<i>refer to Annexure-II for details</i>) • Other specifications of the Iron pole: The poles should be of 47mm x 47mm square pipe. • Pole Painting: two coats of ready-mix paint including primer coat of approved brand on steel surface
Signboards-Type 2	1 no. per VPIC	<ul style="list-style-type: none"> • Size of Sign board: 900mm (width). x 700mm (height) • Flat iron structure: 25 mm x 5 mm MS flat iron. • Iron pole length/height: 3.05m. The pole should be erected on ground with 600mm inside the ground. Hence, the top part of the signboard should be 2.45m above the ground level (refer picture annexed at Annexure-II for details) • Other specifications of the Iron pole: The poles should be of 47mm x 47mm square pipe. • Pole Painting: two coats of ready-mix paint including primer coat of approved brand on steel surface

List of MegLIFE Project Blocks

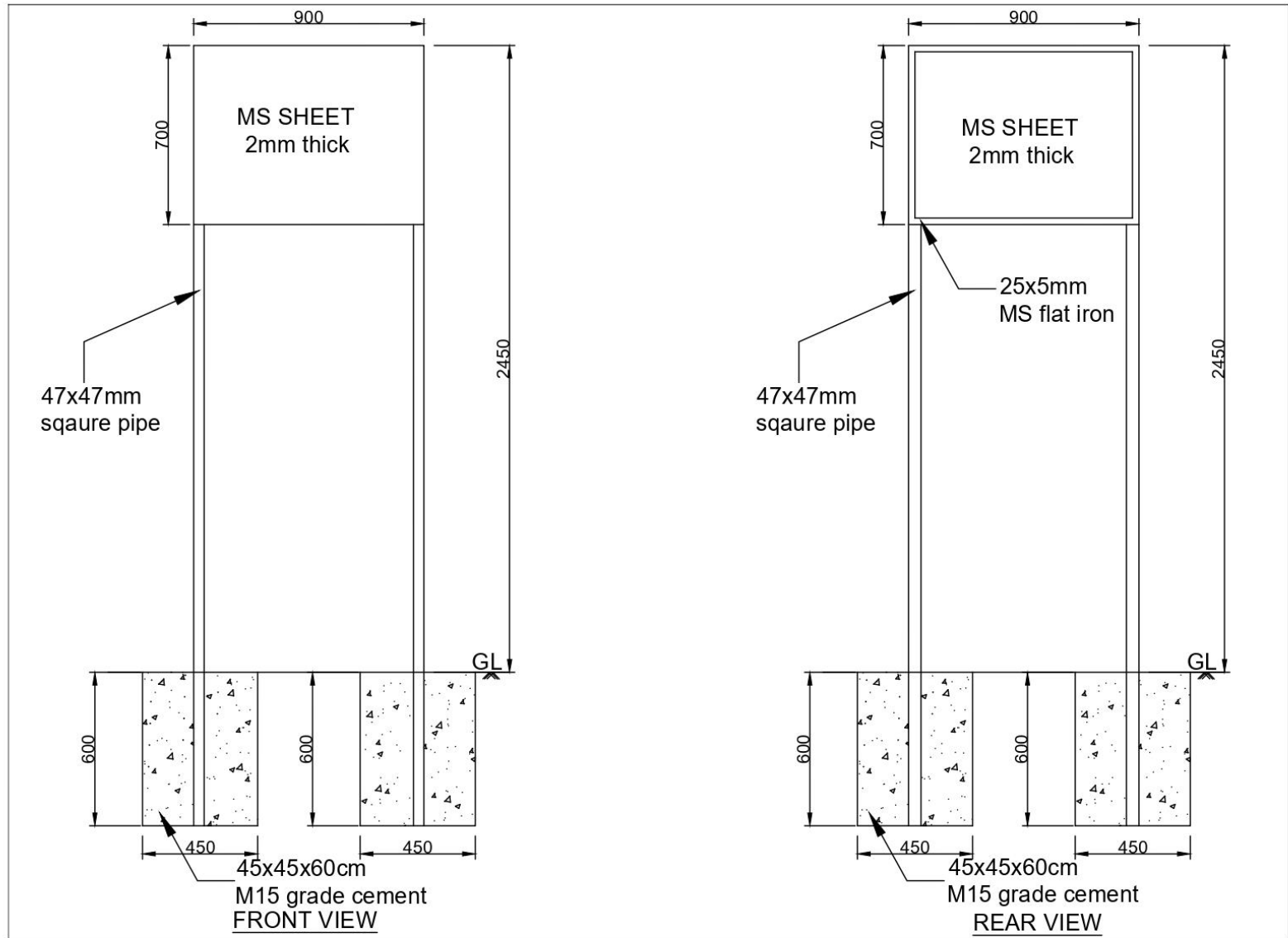
District	District Code	Block	Block Code	No. of Villages
EAST KHASI HILLS	274	MAWRYNGKNENG	2458	13
	274	PYNURSLA	2461	1
	274	MAWKYNREW	2456	21
WEST KHASI HILLS	279	MAWSHYNRUT	2485	3
EASTERN WEST KHASI HILLS	740	MAIRANG	2483	23
SOUTH WEST KHASI HILL	658	MAWKYRWAT	2484	21
RI BHOI	276	UMLING	2469	21
	276	UMSNING	2470	22
WEST JAINTIA HILLS	275	THADLASKEIN	2467	20
	275	LASKEIN	2465	10
EAST JAINTIA HILLS	657	SAIPUNG	2466	20
	657	KHLIEHRIAT	2464	1
EAST GARO HILLS	273	DAMBO RONGJENG	2450	21
	273	SAMANDA	2453	21
	273	SONGSAK	2454	23
WEST GARO HILLS	278	GAMBEGRE	2478	19
	278	DALU	2477	22
	278	RONGRAM	2479	27
	278	TIKRIKILLA	2481	22
	278	SALSELLA	2480	6
	278	DEMDEMA	7181	1
	278	DADENGGIRI	2476	3
SOUTH GARO HILLS	277	BAGHMARA	2471	19
	277	RONGARA	2474	18
	277	GASUAPARA	2473	22
	277	CHOKPOT	2472	12
NORTH GARO HILLS	656	RESUBELPARA	2452	23
	656	KHARKUTTA	2451	19
SOUTH WEST GARO HILLS	663	BETASING	2475	23
	663	ZIKZAK	2482	22
	663	RERAPARA	7180	1
Total				500

Note: 10 Nos. of signboards is required for each village. (9 Nos of Signboards-Type 1 & 1 Nos of Signboards-Type 1)

For Signboard-
Type 1:



For Signboard-
Type 2:



6. Instruction to the Bidders

6.1. Procedure for Submission of Proposals

Technical Proposal (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 Proposal for Manufacturing, Supply and Installation of Signboards for VPICs under MegLIFE**”

Financial Proposal (Envelope 2): The documents comprising of the financial proposal need to be enclosed in a separate envelope which is properly sealed and inscribed as “**Financial Proposal for Manufacturing, Supply and Installation of Signboards for VPICs under MegLIFE**” **Do not open before date and time of opening of financial proposal**

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 Manufacturing, Supply and Installation of Signboards for VPICs under MegLIFE**” – Do not open before date and time of opening of technical proposal

The proposal should be submitted to:

The Procurement Unit, MegLIFE office
2nd Floor, Shalom Building, Block-3
Lower Lachumiere, Shillong, PIN-793001
Ph: 0364-2510190; Email: mbdaprocurement@gmail.com

6.2. Authentication of Proposal

The response Proposal 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-Authority accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Proposal.

6.3. Validation of interlineations in Proposal

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

6.4. Cost of Bidding

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

6.5. Language of Proposals

The Proposals prepared by the bidder and all correspondence and documents relating to the proposals exchanged by the bidder and MBDA, 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 proposal, the English translation shall govern.

6.6. Documents Comprising the Proposals

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

Pre-Qualification Proposal

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 proposal will be rejected.

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

Technical Proposal

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

- Section IX – Format 1: Technical Proposal Letter
- Section IX – Format 2: Project Experience Details
- Section V – Bill of material
- Bidder should provide their compliance to the Technical Specification of the BOM as per Section V
- Section XI - Annexure I: Bidding document acknowledgement form
- All necessary data sheets and any other documents

Financial Proposal

The Financial Proposal, besides the other requirements of the Tender, shall comprise the following:

- Filled Bill of Quantity with price quotation – Section X - Format for Response to Tender: Financial Proposal.

6.7. Proposal Prices

The Bidder shall prepare the proposal 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 MBDA. 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.

6.8. Firm Prices

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

6.9. Proposal Currency

Prices shall be quoted in Indian Rupees (INR)

6.10. Performance Security

The successful bidder should submit 5% of the contract value as a performance security valid for a period of 8 months.

6.11. Proposal Validity Period

Period of validity of proposals shall remain valid for 120 days after the date of opening of proposals prescribed by the MBDA. A proposal 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 Proposal by the bidder shall remain valid for the project period. Extension of period of validity in exceptional circumstances, MBDA may request the bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing.

6.12. Opening of Proposals

As specified in Section 2.3 of the RFP document

6.13. Evaluation of Technical Proposal and Financial Proposal

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

The evaluation process of the Tender, proposed to be adopted by MBDA is indicated under the clauses 6.14 - 6.17. The purpose of these clauses is only to provide the bidders an idea of the evaluation process that MBDA may adopt. However, MBDA 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.

6.14. Evaluation of Proposals

The Bidder 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.

6.15. Evaluation of Technical Proposal

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

6.16. Evaluation of Financial Proposals

On opening the financial proposals, the Evaluation Committee shall read out the financial proposals to all the technically qualified bidders and note the same. All the financial proposals shall then be ranked

according to the financial proposal 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 proposals 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 proposal. However, in this case, the revised financial proposals should be less than the lowest financial proposal quoted earlier by the technically qualified bidders. L1 will be declared as successful bidder and his offer will be processed further.

6.17. Rectification of Errors

Arithmetical errors in the Financial Proposal 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, MBDA reserves the right to pick the value which it considers as beneficial to the Government.

6.18. Contacting the MBDA

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

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

6.19. Rejection Criteria

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

Pre- Qualification Rejection Criteria:

- Proposals which do not conform to unconditional validity of the proposal as prescribed in the Tender.
- Pre-Qualification proposal containing financial 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 proposal evaluation, proposal comparison or contract award decisions.
- Proposals received by MBDA after the last date prescribed for receipt of proposals
- Proposals without signature of person (s) duly authorized on required pages of the proposal
- Proposals 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 proposal containing financial details.
- Revelation of prices in any form or by any reason before opening the financial proposal

- Failure to furnish all information required by the RFP document or submission of a proposal 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 proposal does not confirm to the timelines indicated in the proposal

Financial Rejection Criteria:

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

6.20. 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, etc. MBDA will not take any responsibility towards this. However, MBDA may provide necessary assistance, wherever possible, in this regard.

6.21. Income Tax Liability

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

6.22. GST Liability

The Bidder will have to bear all GST.

7. General Conditions of Contract

7.1. Ownership of Equipment

The MBDA shall own all the equipment, Licenses and any solution supplied by the Bidder arising out of or in connection with this Contract.

7.2. Payment

The fee amount will be equal to the amount specified in format for Tender Response – Financial Proposal Submission Form.

7.3. Delivery Schedule

The delivery and installation should be completed **within 6-8 weeks from** the issue of contract.

7.4. Payment Terms

Payments shall be released subject to acceptance of deliverable by the client as per the following terms:

Sl.no	Milestone	% of Payment to be released
1	On Delivery	<ul style="list-style-type: none">40% of the Contract Price shall be paid after delivery of all the Goods in each location and upon submission of all the details of shipping and other documents to be furnished by the Supplier.
2	On Final Acceptance Report	<ul style="list-style-type: none">60% of the Contract Price shall be paid on acceptance of the supply, installation and commissioning of the Goods and equipment's and submission of final acceptance reports from MBDA against whose block the invoices are made following installation and fixing of the signboards.

- 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)

7.5. Penalty

- a) Failure to execute the entire contract within 8 weeks from the date of issue of work order will attract a penalty of 1% per 5 days (0.5% per week), 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 IA 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 IA should be intimated and sorted out immediately without affecting the progress of works

7.6. 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, Proposal 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. MBDA 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 endeavour 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.

8. Format for Response to the Tender: Pre-Qualification Proposal

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

8.1. Format 1 – Pre-Qualification Proposal Letter

To

.....,
.....,
.....,
.....,

Subject: The Manufacturing, Supply and Installation of Signboards for VPICs under MegLIFE

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. 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 Annexure II of Section 11. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

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

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

8.2. 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	2020-2021	2021-2022	2022-2023
15	Net Worth			
16	Turn Over in INR			

8.3. Format 3 - Declaration Regarding Clean Track Record

To

.....,

.....,

.....,

.....,

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding Engagement of an Agency for The Manufacturing, Supply and Installation of Signboards for VPICs under MegLIFE. 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:

9. Format for Response to Tender: Technical Proposal

9.1. Format 1 – Technical Proposal Letter

To

.....,
.....,
.....,
.....,

Subject: Engagement of an Agency for The Manufacturing, Supply and Installation of Signboards for VPICs under MegLIFE

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. 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.

2. Proposal Validity Period

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

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

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Business Address:

9.2. Format 2- Project Experience Details

Sl. 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	Total cost of the services provided (by the Bidder)	
5	Please provide copies of Work Order or Certificate of Completion.	
Project Details		
6	Name of the project	
7	Start Date and End Date	
8	Current Status (work in progress, completed)	
9	Contract Tenure	
10	No. of locations	
11	Scope	
12	Any other necessary information	

10.Format for Response to Tender: Financial Proposal

Sl. No	Materials	Quantity	Unit Price	GST	Total Price
1	Signboards-Type 1				
2	Signboards-Type 2				
		Quantity	Unit Price	GST	Total Price
Installation Charges					
Transportation Charges					
Any other Charges- add new rows and update the details					
Total cost of the contract including GST					

MBDA will not bear any additional cost than what is quoted in the financial quotation

11. Annexure

11.1. Annexure - I: Bidding Document Acknowledgement Form

To

Dated:

.....,
.....,
.....,
.....,

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Annexure (along with their Appendices) enclosed to the "Request for Proposal" pertaining to providing of _____ services against tender no..... We have noted that the closing date for the receipt of the tender by the MBDA 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 MBDA and that the said documents are to be used only for the purpose intended by the MBDA.

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,

(Bid

der)

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

11.2. Annexure – II: Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____

Dated _____

To

.....,
.....,
.....,
.....,

Dear Sir,

1. In consideration of Meghalaya Basin Development Authority, having its office at O/o of the Additional Project Director, SPMU, MegLIFE, 2nd Floor, Shalom Building, Block-3 Lower Lachumiere, Shillong, PIN-793001 (hereinafter referred to as 'MBDA', 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 MBDA having agreed that the CONTRACTOR shall furnish to MBDA 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 MBDA 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 MBDA 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 MBDA 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 MBDA may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that MBDA 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 MBDA 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 MBDA or any indulgence by MBDA 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 MBDA under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till MBDA 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 MBDA 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 MBDA under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of MBDA 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
Address (in legible letters)

(Signature)

Full name, designation and
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)