

REQUEST FOR PROPOSAL

FOR

**Supply, Installation & Commissioning of Machineries under SFURTI at
Nonglang IVCS, West Khasi Hills District, Meghalaya**

RFP Reference No.: MBMA/SFURTI/02/2022-23/622(D)

Date: 11th March, 2024

Meghalaya Basin Management Agency (MBMA)

Procurement Division

C/o Meghalaya State Housing Financing & Cooperative Society,

Upper Nongrim Hills, Shillong, Meghalaya, India - 793003

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1. Executive Summary

1.1 Objective

The Meghalaya Basin Management Agency (MBMA) invites Request for Proposals (RFP) from eligible for the selection of bidders to quote for The Supply, Installation & Commissioning of Machineries under SFURTI at **Nonglang IVCS, West Khasi Hills** within the State of Meghalaya

2. Invitation to the Bid

The invitation to bid is for The Supply, Installation & Commissioning of Machineries under SFURTI at **Nonglang IVCS, West Khasi Hills** within the State of 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 The Supply, Installation & Commissioning of Machineries under SFURTI at **Nonglang IVCS, West Khasi Hills** within the State of Meghalaya, as per the scope of the Bid

2.2 Address for Bid Submission & Correspondence

Meghalaya Basin Management Agency
Procurement Division
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.: MBMA/SFURTI/02/2022-23/622(D)
2	Tender Publication Detail	The Bidding document can be seen and downloaded from the website https://mbda.gov.in
3	Date of Publishing of Bid	11 th March 2024
4	Last Date & Time of Receiving Queries	18 March 2024, before 3:00 PM IST
5	Pre-Bid Meeting	18 March 2024, 3:00 PM IST
6	Last Date and Time for Submission of bids	10 April 2024, before 3:00 PM IST

7	Date and Time of Opening of Pre-qualification & Technical Bids	11 April 2024, 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	Tender Estimate	Rs. 31,15,000/-
10	EMD Amount	Rs. 31,100/- for SC/ ST/ OBC/ MOBC/ Unemployed Graduate Engineer and Rs. 62,300/- for General
11	Performance Bid Security (PBG) Amount	3% of the contract value (if advance payment is not taken)
12	Maintenance and support	2 Years
13	Contact email	mbdaprocurement@gmail.com
14	Telephone No.	0364 – 2522043

2.4 Distribution of RFP Document

The bidding document can be downloaded from <https://mbda.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>). 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>. 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 in the <https://mbda.gov.in>, 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 2020-21, 2021-22 and 2022-23 should be Rs 12,46,000 for the last 3 years	Copies of the audited balance sheet of the company showing the same should be submitted
4	Letter of authorization from OEM	Letter from the OEM
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	The bidder should not be blacklisted by any Government department/PSUs/Private sector	Self-declaration of the same
7	Earnest Money Deposit	Demand Draft/Bank Guarantee

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,	10	More than 5 years = 10 marks

	commissioning & comprehensive maintenance of the machineries/equipment as per the Bill of Material - or similar equipment		More than 3 years and less than 5 years= 5 marks Less than 3 years = 3 marks
2	Performance of ongoing projects supply, installation, commissioning & comprehensive maintenance of the machineries/equipment as per the Bill of Material - or similar equipment	10	Operational at 3 sites= 10 marks Operational at 2 sites= 5 marks Operational at 3 sites= 3 marks
3	Service center/contact point at Meghalaya	5	Proof of same need to be provided or declaration to be submitted to setup the same within 30 days of issuing of work order
4	Certification of the machineries	10	Quality accreditations, licensing- ISO, BSI, ISI/ Appropriate certifications
5	Certificate of OEM (Original Equipment Manufacturer)	10	Having OEM = 10 marks or else 0 marks
6	Availability of Technical manpower (having skill set based technical team for technical handholding/ after sale support)	10	Having technical manpower of 10 or more = 10 marks 5 or more = 5 marks Less than 5 = 2 marks
7	Response time for after sale service to ensure the minimum time to address the service call	5	Service call address within 24 hours = 5 marks Service call address more than 24 hours and within 48 hours = 3 marks Service call address more than 48 hours = 1 marks
8	Financial strength of the bidder	20	Average turnover of the last 3 FY: More than 20 Lakh = 20 marks More than 15 Lakh

			and less than 20 Lakh = 10 marks More than 13 Lakh and less than 15 Lakh = 5 marks
9	Technical compliance of the specification as per the requirements of the machineries in the Bill of Material	20	Marks will be allocated as per the compliance and specifications of the machines up to a maximum of 20 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 materials specified in **Section 5: Bill of Materials** no extra cost/payment will be done by MBMA other than the amount that is quoted by the bidder.

4. Scope of Work

The manufacturer/supplier of the machineries and other mentioned tools and equipment will provide services to MBMA in the activities related to decentralized green energy technologies and shall strictly follow the following guidelines.

The Manufacturer/Supplier shall undertake:

- a) Supply, installation, commissioning and on time delivery of the machineries and other mentioned tools and equipment as per sites requirement
- b) Establishment of a repair/service center in Shillong
- c) In case of any defective parts of the machineries and other mentioned tools and equipment the supplier shall replace the defective part or the whole machine completely without any additional cost
- d) Training and capacity building in basic operation and maintenance of the machineries and other mentioned tools and equipment to the members of the community managing the assets so that they will be in a position to be able to repair the machine in case of any breakdown
- e) Technical support shall be provided to the community for minor and major repairs of machineries and other mentioned tools and equipment and other associated components.
- f) Facilitate the community to take-up civil works if any as per specifications provided by the manufacturer/supplier
- g) Complete installation of the machineries and other mentioned tools and equipment and its components as per the requirement

- h) Pamphlets on complete instructions/information about the product
- i) Complete delivery of machineries and other mentioned tools and equipment at sites.
- j) Annual maintenance and assistance for 2 years including Five years of warranty and as per standard manufacturing terms & conditions

5. Bill of Material (BoM)

Sl.	Machinery	Specification	Qty
1	Gunny Bag filling machine	Maximum size of bags: 25 kg; Filling speed: 2 bags/min; Power: 3 KW; Hopper Volume: 50 L	1
2	Transportation Trays	Capacity: 25 kg; Size: 400X320X250 mm: Material: HDPE; Usage: Vegetable Crates	200
3	Tool-kit - Harvesting tools	Hand tools Kits set (Secateur, Trowel, Hoe, Fork, Weeder, cultivator, transplanter, hand sickle)	250
4	Computer with Accessories	All- in One Desktop Computer. Processor: Intel i3 or equivalent AMD RAM 8 GB DDR 1 TB SATA HDD 19" LCD Monitor UPS 650 VA	2
5	Multi-function printer	Multi function printer (Printer/Scanner/Copier) RAM Size : 8 MB Hardware Interface: USB Print Colour: Monochrome Printing Technology: Laser Resolution: 1200 dpi Max scanning size: A4	1
6	Effluent Treatment Plant-ETP	Capacity: Minimum-1000 Lt/Day; Treatment Technique: Mixed Bed Bio reactor, Reed bed system	1
7	Steam Jacketted Tilting type Kettle	Automation Grade: Semi-Automatic; Capacity : Min 100 Lt; Complete with pressure gauge, safety valve, steam trap etc.	1
8	Diesel Fired Steam Industrial Baby Boiler	Capacity: Min 300 kg/ hr; Pressure: 7-15 Kg/ sq.cm; Style: Horizontal; Certification: IBR Grade	1
9	Guava Jam Storage Tank	Material: Food grade SS; Capacity: 500 Lt; Lid	1

6. Instruction to the Bidders

6.1 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 Supply, Installation & Commissioning of Machineries under SFURTI at Nonglang IVCS, West Khasi Hills District, 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 Supply, Installation & Commissioning of Machineries under SFURTI at Nonglang IVCS, West Khasi Hills District, 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 Supply, Installation & Commissioning of Machineries under SFURTI at Nonglang IVCS, West Khasi Hills District, Meghalaya”** - *Do not open before date and time of opening of technical bid*

The proposal should be submitted to:

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

6.2 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.

6.3 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 initialed by the person or persons signing the Bid.

6.4 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.

6.5 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

6.6 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 VIII – Format 1: Pre-qualification Bid 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 Bid

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

- Section IX – Format 1: Technical Bid Letter
- Section IX – Format 2: Deviations from the Tender Terms & Conditions
- Section IX – Format 3 Project Experience Details
- Section V – Bill of material
- Bidder should provide their compliance to the Technical Specification of the BOM as per Section V
- Annexure I: Bidding document acknowledgement form
- 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 X - Format for Response to Tender: Commercial Bid

6.7 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.

6.8 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.

6.9 Bid Currency

Prices shall be quoted in Indian Rupees (INR)

6.10 Bid Security (Earnest Money Deposit)

The EMD amount is to be paid through DD/BG in favor of Deputy Project Director, MBMA. 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

6.11 Performance Security

The successful bidder should submit 3% of the contract value or 110% (if advance amount is taken) as a performance security valid for a period of 26 months

6.12 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.

6.13 Opening of Bids

As specified in Section 2.3 of the RFP document

6.14 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 6.14 - 6.17. 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.

6.15 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

6.16 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

6.17 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.

6.18 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.

6.19 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.

6.20 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.

6.21 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. MBMA will not take any responsibility towards this. However, MBMA may provide necessary assistance, wherever possible, in this regard.

6.22 Income Tax Liability

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

6.23 GST Liability

The Bidder will have to bear all GST.

7. General Conditions of Contract

7.1 Ownership of Equipment

The MBMA 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 – Commercial Bid

7.3 Delivery Schedule

The delivery, installation, commissioning and testing should be completed **within 6-8 weeks** from the issue of supply order

7.4 Payment Terms

- a) 30% of contract value will be paid as advance on execution of agreement against Bank guarantee. The Tenderer should produce Bank guarantee of 110% of the advance amount, which should be valid for a minimum period of 12 months
- b) 40% of the contract value will be paid, on receipt of the complete set of machinery, equipment and its accessories as per the order in full and in good condition, at the CFC, after acceptance by the Implementing Agency in consultation with the Technical Agency. The delivered equipment should be as per final purchase order and in accordance with all the conditions in this tender document. Payments will not be made for individual equipment and will be done only when all the equipment in a group (Mentioned in List of Machinery & Equipment) is successfully delivered at the CFC
- c) 20% of the contract value will be paid on successful completion of performance test and after submission of the test report from an NABL accredited lab wherever applicable.
- d) The balance 10% will be released only after satisfactory completion of the entire contract – which includes satisfactory run of machines at full capacity (commercial run) to the satisfaction of the IA and the experts as designated by the TA and/or NA. SD will be released on satisfactory completion of performance guarantee period

(OR)

- a) 70% of Contract value will be paid, on receipt of the complete set of machinery, equipment and its accessories as per the order in full and in good condition, at the CFC, after acceptance by the Implementing Agency in consultation with the Technical Agency. The delivered equipment should be as per final purchase order and in accordance with all the conditions in this tender document. Payments will not be made for individual equipment and will be done only when all the equipment in a group (Mentioned in List of Machinery & Equipment) is successfully delivered at the CFC
 - b) 20% of the contract value will be paid on successful completion of performance test and after submission of the test report from an NABL accredited lab wherever applicable
 - c) The balance 10% will be released only after satisfactory completion of the entire contract – which includes satisfactory run of machines at full capacity (commercial run) to the satisfaction of the IA and the experts as designated by the TA and/or NA. SD will be released on satisfactory completion of performance guarantee period.
- 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 70 days from the date of issue of work order will attract a penalty of 1% per 15 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, 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.

8. 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.

8.1 Format 1 - Pre-Qualification Bid Letter

To

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

Subject: The Supply, Installation & Commissioning of Machineries under SFURTI at **Nonglang IVCS, West Khasi Hills** within the State of 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 7 - General Conditions of the Contract.

2. 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 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:

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 Supply, Installation & Commissioning of Machineries under SFURTI at **Nonglang IVCS, West Khasi Hills** within the State of 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:

9. Format for Response to Tender: Technical Bid

9.1 Format 1 – Technical Bid Letter

To

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

Subject: Engagement of an Agency for The Supply, Installation & Commissioning of Machineries under SFURTI at **Nonglang IVCS, West Khasi Hills** within the State of 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. 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:

9.2 Format 2- Deviations from Tender Terms & Conditions

The given format should be followed while marking out the deviations from Tender terms and conditions:

Sl. No.	Section No.	Clause No.	Page No.	Statement of deviations and variations.	Remarks
1					
2					
3					
4					
5					
6					

9.3 Format 3- 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	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	

10. Format for Response to Tender: Commercial Bid

Lot 1					
Sl. No	Machine Name	Quantity	Unit Price	GST	Total Price
1	Gunny Bag filling machine	1			
2	Transportation Trays	200			
3	Tool-kit - Harvesting tools	250			
4	Computer with Accessories	2			
5	Multi-function printer	1			
6	Effluent Treatment Plant-ETP	1			
7	Steam Jacketed Tilting type Kettle	1			
8	Diesel Fired Steam Industrial Baby Boiler	1			
9	Guava Jam Storage Tank	1			
		Quantity	Unit Price	GST	Total Price
	Installation Charges				
	Transportation Charges				
	Training Charges				
	Any other Charges- add new rows and update the details				
	Total cost of the contract including GST				

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 "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

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 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)

(Signature)

Full name and official
Address (in legible letters)

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)