NOTICE INVITING TENDER

FOR

Setting up of Integrated Entrepreneurship & Livelihood Centre for Tribal Youths, Women Entrepreneurs & Farmers in Meghalaya (Four lots)

Tender Document No.:No.MBMA/MLAMP/299/2026-2027/2

Date:30thApril,2026

Meghalaya Basin Management Agency (MBMA)

C/o Meghalaya State Housing Financing & Cooperative

Society,UpperNongrimHills,Shillong,Meghalaya,India–793003

CONTENTS

1. EXECUTIVE SUMMARY

1.1 BRIEF DESCRIPTION OF THE PROJECT:

The project aims to establish four Integrated Entrepreneurship & Livelihood Centres across rural districts of Meghalaya to promote inclusive economic growth and enterprise development. These centres will act as one-stop hubs providing incubation support, business mentoring, access to credit, processing and packaging facilities, training, market linkages, and storage infrastructure.

Designed to support tribal youths, women entrepreneurs, farmers, and producer groups, the centres will address key challenges such as limited infrastructure, weak market access, and lack of mentorship in rural areas. By strengthening value addition in agricultural products and improving enterprise capacity, the project seeks to generate employment, enhance incomes, and boost rural livelihoods.

Implemented by the Meghalaya Basin Management Agency (MBMA), the initiative will follow a sustainable operational model and is funded under NEC with a total outlay of ₹10.00 crore for four centres.

2. INVITATION TO THE BID

2.1 ISSUER

The Meghalaya Basin Management Agency (herein after referred to as 'MBMA') invites proposals for the Engagement of an Agency for Engagement of an Agency for "Setting up of Integrated Entrepreneurship & Livelihood Centre for Tribal Youths, Women Entrepreneurs & Farmers in Meghalaya" (in 4 different lots at 4 different locations in Meghalaya as per the scope of the Bid.

2.2 ADDRESS FOR BID SUBMISSION & CORRESPONDENCE

Chief Executive Officer

Meghalaya Basin Management Agency (MBMA)

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
	NIT reference No.	Reference No.MBMA/MLAMP/299/2026-2027/2
	NIT publication details	The tender form can be seen and downloaded from the website https://mbda.gov.in

		&https://mbma.org.in
	Date of publication of Bids	**4th May 2026**
	Last date and time of receiving queries	**15th May 2026**
	Last date and time for submission of Bid	**22nd May 2026 @ 3PM**
	Date and Time of opening of Technical Bids	**22nd May 2026 @ 3:30 PM**
	Date and Time of opening of financial Bids	**To be notified later only to technically qualified bidders**
	Bid validity period	**45 days from the last date for submission of bids.**
	EMD amount	**2 % However, exemption for Micro & Small Enterprises under MSME Vendors (Certificate Copy needs to be provided)**
	Performance bid security (PBG) amount	**5% of the contract value (if advance payment is not taken)**
	Contact person (Phone No.)	**9436110418/9863242859**
	Contact email	**mbdaengineering@gmail.com**

2.4 AMENDMENT OF TENDER DOCUMENT

At any time before the deadline for submission of Bids, MBMA may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding document by amendment. All the amendments made in the document would be published on the website https://mbda.gov.in & https://mbma.org.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.

2.5 DEADLINE FOR SUBMISSION OF PROPOSAL

The Bid proposals should be submitted as per 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 tender 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 tender document. The invitation to Bid is open to all Bidders who qualify the eligibility criteria as given below:

3.1 PRE-QUALIFICATION CRITERIA:

SI. No.	PQ Criteria	Documents required
1	The bidder should be a company registered office in Meghalaya documents required-copy of pan card, GST registration, in case of partnership firm partnership deed or rent agreement	(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. If registered under MSME kindly provide the MSME Certificate.	Documentary proofs should be submitted
3	Average Annual Turnover of the bidder during last three financial years 2022-23, 2023-24 and 2024-25 should be more than 1 crore (Annual progressive trend)	Copy of the CA certificate of the company showing the same should be submitted
4	The applicant firm must have positive net worth as on 31st March 2025	Copies of CA certificate for the last three financial years.

5	Past experience of the organization in civil work construction/supply/installation equipment in laboratory	Copy of Work Order/Completion Certificate of at least two projects of similar nature.
6	The bidder should have labour license/ Trading License in case of non-tribal	The bidders should produce copy of non-tribal labour license/ trading license if engaged from the concerned authority.
7	Applicant must submit their proposal as per the AOC stipulated in the tender document	Self-declaration of the same
8	The bidder should not be blacklisted by any Government department/PSUs/Private sector	Self-declaration of the same
9	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.

SI. No.	Evaluation Parameter	Details	Marks
1	Drawings and design	Yes / No	Out of 20
2	Past experience of the organization in civil work construction/supply/installation equipment in laboratory	Grading will be as follows : On a scale of • > 3 years , • 2 years and < 3 years • > 1 < 2 years	Out of 10
3	Empanelled with Govt. Department/ Ministry (State/ Central)	Yes/No	Out of 10

4	Qualified manpower with Past experience on similar type of work	On a Scale of • >10 • >5 & <10 • <5	Out of 15
5.	Availability of machinery, tools and plants.	Yes/No	Out of 15
		Total	70

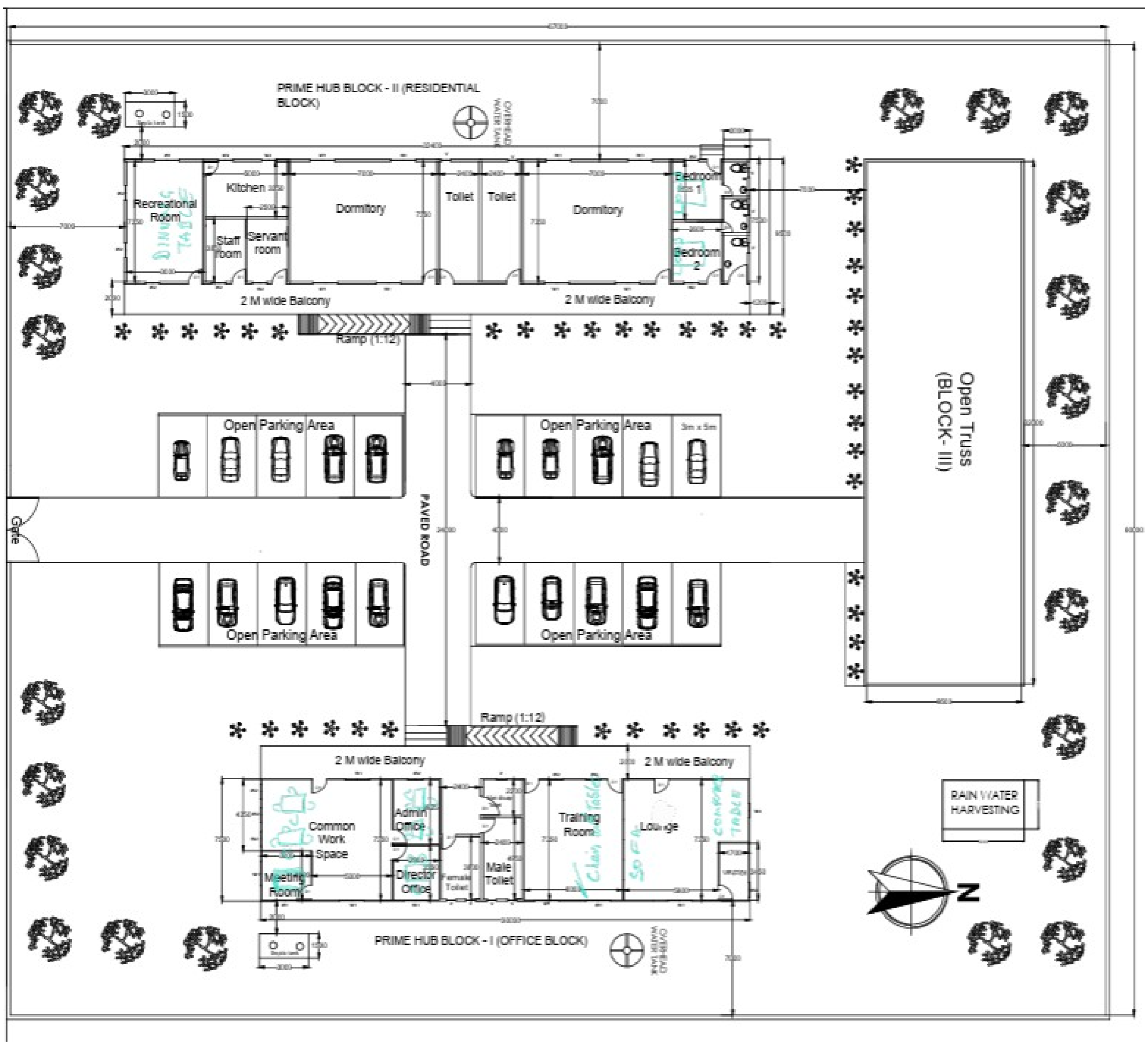
3.3 FINANCIAL PART

The evaluation will be done through the LCBS method 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 quantity specified in Section 4 : Abstract of Cost, no extra cost/payment will be done by MBMA other than the amount that is quoted by the bidder.

SI. No.	Evaluation Parameter	Details	Marks
	Financial strength of the bidder	Average annual turnover of the bidder in the last 3 financial years on a scale of : >1cr & <2cr >2 Cr &< 3 Cr > 3 Cr& < 4 Cr.	Out of 10

Abstract of Cost (Lot wise to be Quoted , No of Lots - 4)						
SL No	**Item No**	**Item Description**	**Area in Sqm**	**Amount**	**%**	**Marks**
1	**Building Civil Work**					**Out of 20**
	Block 1	Office Block	285			
	Block II	Residential Block	308			
	Block III	Industrial Block	300			
	Power Genset and Furnishing					
	TOTAL=					**/30**
				Grand Total of technical and Financial Bid		**/100**

5. Drawing



6. INSTRUCTION TO THE BIDDERS

6.1 PROCEDURE FOR SUBMISSION OF BIDS

Technical Bid (Envelope1): 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 Setting up of Integrated Entrepreneurship & Livelihood Centre for Tribal Youths, Women Entrepreneurs & Farmers in 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 Setting up of Integrated Entrepreneurship & Livelihood Centre for Tribal Youths, Women Entrepreneurs & Farmers in 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 Setting up of Integrated Entrepreneurship & Livelihood Centre for Tribal Youths, Women Entrepreneurs & Farmers in Meghalaya “Do not open before date and time of opening of technical bid.

The proposal should be submitted to:

Executive Director (Technical)

Meghalaya Basin Management Agency (MBMA)

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 initialled 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.

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

Technical Bid:

1. Section 8: Format 1 - General Information about the Bidder

2. Section 8: Format 2 - Declaration Regarding Clean Track Record

3. Section 9: Format 1 - Technical Bid Letter

4. Section 9: Format 2 - Deviations from Tender: Technical Bid

5. Section 9: Format 3 - Project Experience Details

6. EMD

7. Section 11: Annexure - I: Bidding Document Acknowledgement Form

8. Section 11: Annexure - II: Proforma of Bank Guarantee towards Performance Security

9. Bidders’ compliance as per Section 5: Detail Technical Specifications

Financial Bid

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

- Filled Bill of Quantity with price quotation – Section 10: Format for Response to tender: Financial 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 PRICE FIRM

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 favour of M/S 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 BID VALIDITY PERIOD

Period of Validity of Bids shall remain valid for 45 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.

6.12 WITHDRAWAL OF BIDS WRITTEN NOTICE

The Bidder may withdraw its Bid after the Bid submission, provided that MBMA receives written notice of the withdrawal, prior to the last date prescribed for receipt of Bids. The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of Bids.

6.13 EVALUATION OF PRE-QUALIFICATION BID, TECHNICAL BID AND COMMERCIAL BID

- A two-stage procedure will be adopted for evaluation of bids, with the pre-qualification (as per pre-qualification criteria) and technical evaluation at the 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, 6.15, 6.16 and 6.17 The purpose of these clauses is only to provide the Bidders an idea of the evaluation process that MBMA and BRDC 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.

6.14 EVALUATION OF PRE-QUALIFICATION BID

- Bidders need to fulfil all the pre-qualification conditions mentioned in 3.1 Pre-Qualification Criteria and section 6.6 of the tender document . MBMA will examine the Bids to determine whether they are complete, whether the Bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD have been submitted, whether the documents have been properly signed, and whether the Bids are generally in order.
- A Bid determined as not substantially responsive will be rejected by MBMA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- The MBMA may waive any informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- The MBMA may at any point of time ask clarifications from the Bidders for getting more clarity of the proposal received. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

6.15 EVALUATION OF TECHNICAL BID

Technical Proposal will be evaluated on the basis of parameters mentioned above. 70% of weightage shall be given to the technical proposal and 30% to financial proposal. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 marks shall qualify for further consideration. Based on the marks obtained during the technical evaluation a LCBS Grading System will be followed.

LCBS Grading System

Grade	Range	Marks	Grade	Range	Marks
Outstanding	91-100	100	Fair	41-50	50
Excellent	81-90	90	Average	31-40	40
Very Good	71-80	80	Below Average	21-30	30
Good	61-70	70	Poor	11-20	20
Very Fair	51-60	60	Very Poor	1-10	10

The Technical Marks obtained will be converted to Technical Score (TS) based on the Grading system.

6.16 EVALUATION OF FINANCIAL BIDS

Financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (FS). For financial evaluation, the total cost excluding GST given in the Financial Proposal will be considered. The Evaluation Committee will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The lowest financial bid (LFB) will be given a financial score (FS) of 100 points. The financial scores of other proposals will be computed as follows:

FS= 100 x LFB/F (F = amount of Financial Proposal or Quoted Amount)

6.17 CRITERIA FOR FINAL EVALUATION OF BIDS

Proposals will finally be ranked according to their combined technical score (TS) and financial scores (FS) scores as follows:

CS = TS x Tw + FS x Fw

Where CS is the combined score, and Tw and Fw are weights assigned to Technical Score and Financial Score that shall be 0.70 and 0.30 respectively. The selected Firm shall be the first ranked agency (having the highest combined score). The second ranked agency may be allowed the contract if the first ranked firm withdraws or fails is comply with the requirements as the case may be but at the rate of quoted by the firm ranked one.

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 Tender 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 Tender document.

•Rates quoted below estimated cost with Meghalaya Schedule of Rates for Building works for2021-2022 as applicable in SOR-PWD (B)Meghalaya will not be accepted

• Below summarily rejected

Documents 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.

• Below summarily rejected

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.

6.24 PERFORMANCE SECURITY

- The successful bidder should submit 5% (five)of the contract value or 110% (if advance amount is taken) as a performance security valid for a period of 8 Months.
- Performance security will be return after completion of contract within 3-5 months.

7. FORMAT FOR RESPONSE TO THE TENDER

This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of the proposals

7.1 FORMAT 1 - GENERAL INFORMATION ABOUT THE BIDDER

Details of the Bidder (Company)		
1	Name of the Bidder	
2	Address of the Bidder	
3	Status of the Pvt. Company (Public Ltd/ Ltd)	
4	Details of Incorporation of the	Date:
	Company	Ref. #
5	Details of Incorporation of the	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	2023-2024	2024-2025	2025-2026
15	Net Worth			
16	Turn Over in INR			

7.2 FORMAT 2 - DECLARATION REGARDING CLEAN TRACK RECORD

To

Executive Director (Technical),

Meghalaya Basin Management Agency,

C/o Meghalaya State Housing Financing Cooperative Society,

Nongrim Hills, Shillong- 793003

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.______________] regarding Engagement of an Agency for : Setting up of Integrated Entrepreneurship & Livelihood Centre for Tribal Youths, Women Entrepreneurs & Farmers in 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:

8. FORMATFORRESPONSETOTENDER:TECHNICALBID

8.1 FORMAT1-TECHNICALBIDLETTER

To

Executive Director(Technical),

MeghalayaBasinManagementAgency,

C/o Meghalaya State Housing Financing Cooperative Society,Nongrim Hills, Shillong- 793003

Subject: Engagement of a vendorfor :Setting up of Integrated Entrepreneurship & Livelihood Centre for Tribal Youths, Women Entrepreneurs & Farmers in Meghalaya

Reference: Tender Document No:< Tender Document No 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 beforfeited in accordance with the provisions of Tender Document.

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 tender document.

4. Bid Validity Period

We agree to abide by this Bid for a period of 45 days after the date fixed for Bid opening or for any further period for which Bid validity has been extended and itshall 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:

8.2 FORMAT2-DEVIATIONSFROMTENDER:TECHNICALBID

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

Sl. No.	Section No.	Clause No.	PageNo.	Statementof Deviationsand variations.	Remarks
1					
2					
3					
4					
5					
6					

8.3 FORMAT3-PROJECTEXPERIENCEDETAILS

Sl. No.	Item	Details
GeneralInformation		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the project	
Briefdescriptionofscopeofproject		
Sizeoftheproject		
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.oflocations	
13	Man-month effort involved	
14	Type of Project	

15	Solution architecture deployed &core Components	
16	Scope	
17	Any other necessary information	

9. FORMATFORRESPONSETOTENDER:FINANCIALBID

Sl. No	Name of Work	Total Price Without taxes	GST	Total Price inclusion of discoutns all taxes and duties
1	Setting up of Integrated Entrepreneurship & Livelihood Centre for Tribal Youths, Women Entrepreneurs & Farmers in Meghalaya			

* The Financial quotation provided here will be considered as final and no further changes and extra charges are permitted and will not be considered for payment.

10. ANNEXURE

10.1 ANNEXURE-I:BIDDINGDOCUMENTACKNOWLEDGEMENTFORM

Dated:

To

Executive Director (Technical),
Meghalaya Basin Management Agency,
C/o Meghalaya State Housing Financing Cooperative Society,Nongrim
Hills, Shillong- 793003

DearSir,

We hereby acknowledge receipt of a complete set of Bidding Documentsconsisting 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:……………………......................Telephoneno:…………………..

Personal attention of:……………..............................

(if required)

Yours faithfully,

(Bidder)

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

10.2 ANNEXURE - II: PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

PERFORMANCE GUARANTEE

Ref.No. Bank Guarantee No

Dated

To

Executive Director(Technical),

Meghalaya Basin Management Agency,

C/o Meghalaya State Housing Financing Cooperative Society,Nongrim Hills,
Shillong- 793003

DearSir,

In consideration of Meghalaya Basin Management Agency,Govt. of Meghalaya, having its office at Nongrim Hills, Shillong- 793003, Meghalaya (here in after referredto 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(Here in after referred to as the 'CONTRACTOR') which expressions hall,unless repugnant to the context or meaning there of 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 ofthe entire

CONTRACT.

1. We (name of the bank)registered under the laws of having head/registered office at(here in after referred to as "the Bank", which expression shall, unless repugnant to the context or meaning there of, 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.(infigures) (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, not withstanding 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.

2. 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 not with standing any security or other guarantee that MBMA may have in relation to the CONTRACTOR's liabilities.

3. The Bank further agrees that MBMA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to varyany 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 post pone 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 for bearance,act or omission on the part ofMBMA 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.

4. 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.

5. This Guarantee shall not be discharged by any change in our constitution, in the constitution of MBMA or that of the CONTRACTOR.

6. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

7. 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.
8. Not with standing anything contained here in 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 stamponthis..........dayof........20at....................

WITNESSNO.1

__________ __________________________

(Signature) (Signature)

Full name and official Full name,designationand

Address (in legible letters) 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)

11. GENERALCONDITIONSOFCONTRACT

11.1DEFINITIONS

1.1 Bold face type is used to identify defined terms.

Activity schedule means the priced and completed activity schedule forming part of the bid for a lump sum contract.

Bill of quantities means the priced and completed bill of quantities forming part of the bid for a unitratecontract.

Compensation events are those defined in clause 24 here under.

The completion date is the date of completion of the works as certified by the project manager, in accordance with sub-clause 31.

The contract is the contract between the employer and the contractor to execute,complete,and maintain the works.The name and identification numberof the contract is given in the SCC.

The contractor is the person or corporate body whose bid to carry out the works has been accepted by the employer.

The contractor's bid is the letter of bid and priced bill of quantities or priced activity schedule submitted by the contractor to the employer.

The contract price is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the contract.

Dayworks are additional,varied work inputs subject to payment on a time basis for the contractor's employees and equipment, in addition to payments for associated materials andplant.

Days are calendar days;months are calendar months.

A defect is any part of the works not completed in accordance with the contract.

The defects liability period is the period named in the SCC and calculated from the completion date.

Drawings include calculations and other information provided or approved by the employer for the execution of the contract.

The employer, as specified in the SCC, is the party who employs the contractor to carry out the works.The name of the employer's representative authorized to deal with the contractoris also given in the SCC.

The employer's country is the country in which the employer entity legally resides and operates from,as named in the SCC.

Equipment is the contractor's machinery and vehicles brought temporarily to the site to construct the works.

Conditions of contract contained in this section.

The initial contract price is the contract price listed in the employer's letter of acceptance.

Materials are all supplies, plant (electro-mechanical machinery) and materials including consumables, used by the contractor for incorporation in the works.

The Executive Director (T)isthepersonnamedin theSCC(or any other competent person appointed by the employer and notified to the contractor, to act on behalf of the employer) who is responsible for supervising the execution of the works and administering the contract

The required completion date is the date on which it is required that the contractor shall complete the works. The required completion date is specified in the SCC.The completion date may be revised only by the employer by issuing an extension of time or an acceleration order.

SCC means the special conditions of contract. The site is

the are defined as such in the SCC.

11.2.LANGUAGEANDLAW

2.1 The language of the contract and the law governing the contract are as provided in the SCC.

11.3.COMMUNICATION

3.1 Communications between parties that are referred to in these Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

11.4.PROHIBITEDPRACTICES

4.1 TheFund requires that all beneficiaries, including the employer and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not)and personnel observe the highest standards of ethics during the procurement and execution of such contracts.

4.2 For the purposes of these provisions, Anticorruption Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as "prohibited practices":

(a) "Corrupt practice" is the offering, giving, receiving, or soliciting,directly or indirectly,of anything of value in order to improperly influence the actions of another party;

(b) "Fraudulent practice" is any act or omission, including amisrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain afinancial or other benefit or to avoid an obligation;

(c) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;

(d) "Coercive practice" is impairing or harming, orthreatening to impair or harm, directly or indirectly, any party or the property of any party, to improperlyinfluence the actions of that or another party;

(e) "Obstructive practice" is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impedean investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.

4.3 The Fund will deny approval of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants,sub-contractors,service providers,suppliers,sub-suppliers and/orany of their personnel or agents,has,directly or indirectly, engaged in any of the prohibited practices.

4.4 .Bidders,suppliers,consultants,contractors,andtheirsub- contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant financed and/or managed operation or activity and to have such accounts, premises, records and documents audited and/or inspectedby auditors and/or investigators appointed by the Fund.

4.5 The bidder is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid orare to be paid to any agents or other party in connection withthis procurement process or the execution of the contract.

4.6. The bidder shall keepall records and documents,including electronic records, relating to this procurementprocess available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.

11.5.PROHIBITION OF SEXUALHARASSMENT, SEXUALEXPLOITATION AND ABUSE

5.1 The Fund requires that all beneficiaries, including the employer and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors,sub-contractors,consultants,sub-consultants,and any of their agents (whether declared or not)and personnel comply with applicable Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows:

(a) Sexual harassment means “any unwelcome sexual advance, request for sexual favour or other verbal, non- verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.

(b) Sexual exploitation and abuse means “any actual or attemptedabuseofapositionofvulnerability,differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual

exploitation);the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse)”.

5.2 Employers, suppliers and bidders shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and sub contractors or any one else directly or indirectly employed by them or any of sub contractors in the performance of the contract.Contractors,suppliers and bidders shall immediately report to the employer any incidents of sexual harassment and sexual exploitationand abuse arising out of or in connectionwith the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The employer may take appropriate measures,including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

5.3. The bidder or subcontractor or supplier is required to disclose any relevant prior sanctions, convictions, disciplinarymeasures or criminal records.

11.6.Sub-contractingand other contractors

5.3 7.1 The contractor may subcontract with the approval of the Executive Director (Technical), but may not assign the contract without approval of the employer in writing. Subcontracting shall notalter the contractor’s obligations. Not more than the percentage of the works value indicated in the SCC may be sub-contracted to registered contractors. The contractor shall cooperate and share the site with other contractors, public authorities, utilities, and the employer.

11.7.PERSONNELAND LABOUR REQUIREMENTS

7.1 The contractor shall employ the key personnel named in the schedule of key personnel,referred to in the SCC,to carry out the functions stated in the schedule. Replacement of such personnel must be approved by the project manager. The Executive Director (Technical) will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the schedule.

7.2 If the Executive Director (Technical) asks the contractor to remove a person who is a member of the contractor’s staff or work force, stating valid reasons including breach of the code of conduct, the contractor shall ensure that the person leaves the site within 72 hours and has no further connection with the work in the contract.

7.3 The contractor shall provide and employon the site for the execution of the works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the contract.The contractor shall provide the contractor’s personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the contractor’s personnel (which will include all ILO core labour standards: prohibition of child labour and worst forms of child labour, forced labour, non-discrimination, freedom of association and collective bargaining), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the specifications. The contractor’s personnel shall be informed when any material changes to their terms or conditions of employment occur.

11.8.CONTRACTOR'S AND EMPLOYER'SRISKS

8.1From the starting date until the defects liability certificate has been issued,the risks of personal injury,death,andlossof or damage to property (including, without limitation, the works,materials, and equipment) which are not employer's risks are contractor's risks.

8.2.From the start date until the defects liability certificate has been issued, the following are employer's risks:

(a) The risk of personal injury, death, or loss of or damage toproperty (excluding the works, plant, materials, and equipment), which are due to

(i) Use or occupation of the site by the works or for

the purpose of the works, which is the unavoidable result of the works or (ii) Negligence, breach of statutory duty, or interference with any legal right by the employer or by any person employed by or contracted tohim except the contractor.

(b) The risk of damage to the works, plant, materials, andequipment to the extent that it is due to a fault of the employer or in the employer's design, or due to war orradioactive contamination directly affecting the country where the works are to be executed.

8.3.From the completion date until the defects liability certificate has been issued, the risk of loss of or damage to the works, plant, and materials is an employer's risk except loss ordamage due to

(a) A defect which existed on the completion date,

(b) An event occurring before the completion date,which was not itself an employer's risk, or

The activities of the contractor on the site after the completion date.

11.9.INSURANCE

9.1.The contractor shall provide, in the joint names of the employer and the contractor, insurance cover from the start date to the end of the defects liability period, in the amounts stated in the SCC,for the following events which are due to the contractor's risks:

(a) Loss of or damage to the works, equipment and materials;

(b) Loss of or damage to property(except the works, materials and equipment) in connection with the contract; and

(c) Personal injury or death and third-party liability.

9.2.Policies and certificates for insurance shall be delivered by the contractor to the project manager for approval within 15 days of receipt by the contractor of the employer's letter of acceptance.All such insurance shall provide for compensation

Required to rectify the loss or damage incurred.If the contractor fails to provide the required certificates, the contract shall be considered as annulled. However, the employer at its discretionmay decide to extend the period for submission of insurance certificates or take out the insurance and deduct the cost of premiums from the contractor's earnings.

9.3 Alterations to the terms of an insurance shall not be made without the approval of the employer.

11.10. CONTRACTOR TO CONSTRUCT THE WORKS

10.1 The contractor shall construct and install the works in accordance with the specifications and drawings.

11.11.THE WORKS TO BE COMPLETED BY THE COMPLETION DATE

11.1 The contractor shall be given access to the site by the site possession date indicated in the SCC. The contractor shall commence execution of the works by the start date indicated in the SCC and shall carry out the works in accordance with theprogram submitted by the contractor, as updated with the approval of the Executive Director (Technical), and complete them by therequired completion date.

11.12.SAFETY

12.1.The contractor shall be responsible for the safety of all activities on the site and shall appoint a health and safety officer if so prescribed in the schedule of the contractor's key personnel.

12.2.The contractor shall report immediately to the Executive Director (Technical) any health and safety incidents, accidents, injuries thatrequire treatment and all fatalities.

11.13. PROGRAM

13.1 Within the time stated in the SCC, the contractor shallsubmit to the Executive Director (Technical) for its no-objection a program showing the general methods, arrangements, order, and timingfor all the activities for construction of the works. The contractor shall update the program at intervals no longer than the periodstated in the SCC. The project manager's non-objection to theprogram shall not alter the contractor's obligations. Thecontractor may revise the program and submit it to the project manager again at any time. A revised program shall show theeffect of variations and compensation events.

11.14.EXTENSION OF THE COMPLETION DATE

14.1 Executive Director (Technical) shall extend the completion date if a compensation event occurs or a variation is issued which makesit impossible for completion to be achieved by the required datewithout the contractor taking steps to accelerate the remaining

work,which would cause the contractor to incur additional cost.

11.15. DELAYS ORDERED BY THE EXECUTIVE DIRECTOR (T)

15.1 Executive Director (Technical) may instruct the contractor to delay the start or progress of any activity within the works. Delays orsuspension of work by the project manager which increase the contractor's costs shall be subject to equitable adjustments bythe employer.

11.16.EARLYWARNING

16.1.The contractor shall inform the Executive Director (Technical) at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work,increase the contract price or delay the execution of the works. The Executive Director (Technical) may require the contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion date. The estimate shall be provided by the contractor as soon asreasonably possible.

16.2.The contractor shall cooperate with the Executive Director (Technical) in making and considering proposals for how the effect of such anevent or circumstance can be avoided or reduced by anyoneinvolved in the works and in carrying out any resulting instruction of the Executive Director (Technical).

11.17.CORRECTIONOF DEFECTS

17.1.TheExecutive Director (Technical) shall give notice to the contractor of any defects before the end of the defects liability period, which begins at completion, and is defined in the SCC. The defects liability period shall be extended for as long as defects remain to be corrected.

17.2.Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified by the Executive Director (Technical) in the afore mentioned notice.

11.18.UNCORRECTED DEFECTS

18.1 If the contractor has not corrected a defect within the time specified in the project manager's notice, the Executive Director (Technical) will assess the cost of having the defect corrected, and the contractor shall pay this amount, or the employer shall recuperate these amounts by deduction from the amounts due to the contractor.

11.19.BILLOFQUANTITIES

19.1 The bill of quantities (in the case of a lump-sum contract this entire clause 20 shall be replaced with a new clause as indicated in the SCC) shall contain items for the construction, installation,testing,andcommissioningof the works to be done
By the contractor.

19.2The bill of quantities is used to calculate the contract price. The contractor is paid for the quantity of the work actually doneat the rate of the bill of quantities for each item.

11.20.CHANGES IN THE QUANTITIES

20.1 If the final quantity of the work done differs from the quantity in the bill of quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the initial contract price, the Executive Director (Technical) shall adjust the unitrate upwards or downwards for this item commensurate with the impact of the change on the contractor'scost.(Forlump- sum contracts, this clause shall be substituted by a new clause as indicated in SCC).

11.21.PAYMENTCERTIFICATES

21.1.The contractor shall submit to the project managermonthly statements of the estimated value of the work executedless the cumulative amount certified previously.

21.2.TheExecutive Director (Technical) shall check the contractor's executed work and certify the amount to be paid to the contractor.

21.3.The value of work executed shall be determined by theExecutive Director (Technical).

21.4.The value of work executed shall comprise the value of thequantities of the items in the bill of quantities completed. (For lump sum contracts, this clause shall be substituted by a newclause as indicated in the SCC).

21.5.Thevalue of work executed shall include the valuation of variations and compensation events.

11.22. PAYMENTS

22.1.Payments shall be adjusted for deductions of the advancepayments and retention. The employer shall pay the contractorthe amounts certified by the Executive Director (Technical) within 45 days ofthe date of each certificate submitted by the contractor. If the employer makes a late payment, the contractor shall be paid interest on the late payment in the nextpayment.Interest shall be calculated from the date by which the payment should havebeen made, up to the date when the late payment is made, at therate of interest prevailing at the local banks for constructionloans.

22.2.Items of the works for which no rate or price has been entered in the bill of quantities shall not be paid for by the employer and shall be deemed covered by other rates and pricesin the contract.

11.23.COMPENSATIO NEVENTS

23.1.Thefollowingshallbecompensationevents:

(a) The employer does not give access to a part of the site by the site possession date stated in the SCC.

(b) The Executive Director (Technical) orders a delay or does not issue drawings, specifications, or instructions required for execution of works on time.

(c) The Executive Director (Technical) instructs the contractor to uncoveror to carry out tests upon completed work, which is then found to have no defects.

(d) Other contractors, public authorities, utilities, or the employer cause delay or extra cost to the contractor.

(e) Theadvancepaymentisdelayed.

(f) TheExecutive Director (Technical)unreasonably delays issuing a certificate of completion.

(g) Any other events as stipulated in theSCC.

If such an event occurs, then the contract price shall be equitably adjusted.

11.24.TAX

24.1 The contractor is liable for all taxes in accordance with the laws of the employer’s country. However, the Executive Director (Technical) shall adjust the contract price if taxes,duties,and other levies are changed between the date 28 days before the submission of bids forthe contract and the date of the last completioncertificate. The adjustment shall be the change in the amount oftax payable by the contractor, provided such charges are alreadynot reflected in the contract price.

11.25.LIQUIDATEDDA MAGES

25.1 The contractor shall pay liquidated damages to the employer at the rate per day stated in the SCC for eachday that the completion date is later than the required completion date. The total amount of liquidated damages shall not exceed the ceiling amount defined in the SCC. The employer may deduct
Liquidated damages from any payments duetothecontractor.

Payment of liquidated damages shall not affect the contractor's liabilities.

11.26.ADVANCE PAYMENTS

26.1.The employer shall make advance payment to the Contractor in the amounts stated in the SCC after the contractorhas:

(i) Delivered to the site construction equipment and/or materials for initiating the works, and

(ii) Submitted the advance payment guarantee.

26.2.The contractor is to use the advance payment only to pay for equipment, materials and other expenses required specifically for carrying out the works. The contractor shall demonstrate that the advance payment has been used in this way by supply of copies of invoices or other documents to the project manager.

26.3.The advance payment shall be repaid by deductingproportionate amounts from payments otherwise due to the contractor. Full recovery of the advance payment shall be madeby the time 75% of the value of the works have been certified for payment by the Executive Director (Technical).

11.27.RETENTIONMONEY

27.1 An amount, specified in the SCC, will be retained from each payment to the contractor as a safeguard for ensuring satisfactory performance of the work. This money will be paid out to the contractor upon fulfilment of the contractor's contractual obligations i.e. within 15 days of the issue by the project manager of the defects liability certificate.Subject to the approval by the employer, the retention money can be released to the contractor at thetime of issue of the certificate of completion of the works against submission by the contractor of an unconditional bankguarantee covering the full amoun to the retention money.

11.28. DAYWORKS

28.1.If applicable, the dayworks rates in the contractor's bid shall be used for small additional amounts of work only when the Executive Director (Technical) has given written instructions in advance for additional work tobe paid for in that way.

28.2.All work to be paid for as dayworks shall be recorded by the contractor on forms approved by the Executive Director (Technical).Each

Completedform shall be verified and signed by the Executive Director (Technical) within two days of the work being done.

28.3 The contractor shall be paid for dayworks as work is performed subject to obtaining signed dayworks forms.

11.29.COST OFREPAIRS

29.1 Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects liability periods shall be remedied by the contractorat the contractor's cost if the loss or damage arises from the contractor's risks, acts or omissions.

11.30.COMPLETIONAND TAKING OVER

30.1 The contractor shall request the Executive Director (Technical) to issue a certificate of completion of the works, and the project manager will issue such a certificate when it determines that theworks are satisfactorily completed. The employershall take over thesite and the works within seven days of the Executive Director (Technical)issuing of a certificate of completion.

11.31.FINALACCOUNT

31.1 The contractor shall supply the Executive Director (Technical) with a detailedaccountofthetotalamountthatthecontractor considers payable under the contract before the end of thedefects liability period. The Executive Director (Technical) shall issue a defects liabilitycertificate and certify any finalpayment that is due to the contractor within 45 days of receiving the contractor's account if it is correct and complete. If it is not, the Executive Director (Technical) shall issue within 30 days a schedule that states thescope of the corrections or additions that are necessary. If thefinal account is still unsatisfactory after is has been resubmitted, the Executive Director (Technical) shall decide on the amount payable to thecontractor and issue a payment certificate.

11.32.TERMINATION ACTION

32.1.The employer or the contractor may terminate the contract if the other party causes a fundamental breach of the contract.

32.1.Fundamental breachesof contract shall include,butshall not be limited to, the following:

(a) The contractor stops work for 21days when no stoppage of work is shown on the current Program and the stoppagehasnot been authorized by the Executive Director (Technical);

(b) The Executive Director (Technical) instructs the contractor to delay the progress of the works, and the instruction is not withdrawn within 30 days and no agreement is reached on payments due contractor for cost of delay;

(c) The employer or the contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) A payment certified by the Executive Director (Technical) is not paid bythe employer to the contractor within 60 days of the dateof the Executive Director (Technical) certificate;

(e) TheExecutive Director (Technical) gives notice that failure to correct a particular defect is a fundamental breach of contract and thecontractor fails to correct it within 30days from the date of such notice issued by the Executive Director (Technical);

(f) The contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC.

(g) The employer determines that thecontractor,oranyof its sub-contractors,sub-consultants,suppliers,personnelor any agent or affiliate of any of them has, directly or indirectly, engaged in prohibited practices pursuant to GCC 4.

32.3.When either party to the contract gives notice of a breach of contract to theExecutive Director (Technical) for a cause other those listed undersub-clause32.2above,the Executive Director (Technical) shall decide whether the breach is fundamental or not.

32.4.Not with standing the above,the employer may terminate the contract for convenience by giving the contractor a thirty- day notice in writing.

32.5.If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure, and leave the sitewithin 15 days of the completion of the notice period.

11.33.PAYMENTUP ONTERMINATION

33.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Executive Director (Technical) shall issue a certificate for the value of the work done and materials ordered less advance payments received up to the date of theissue of the certificate and less the percentage to apply to the

Value of the work not completed,as indicated in the SCC.

Additional liquidated damages shall not apply. If the totalamount due to the employer exceeds any payment due to thecontractor, the difference shall be a debt payable to the employer.

If the contract is terminated for the employer's convenience or because of a fundamental breach of contract bythe employer, the Executive Director (Technical) shall issue a certificate for the value of the work done, materials ordered, the reasonable cost ofremoval of equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works, and less advance paymentsreceived up to the date of the certificate.

11.34. PROPERTY	34.1 All materials and construction equipment on the site, plant, temporary works, and works shall be deemed to be the property of the employer if the contract is terminated because of the contractor's default.
11.35.RELEASEFROMPERFORMANCE	35.1 If the contract is frustrated by the outbreak of war orby any other event entirely outside the control of either theemployer or the contractor, the Executive Director (Technical) shall certify that the contract has been frustrated. The contractor shall make thesite safe and stop work as quickly as possible after receiving thiscertificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards for which an agreement has been reached.
11.36.RESOLUTION OF DISPUTES	36.1 The employer and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If after thirty (30) days from the commencement of such informal negotiations, the employer andthe contractor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred to arbitration in accordance with the law governing the contract. The place where arbitration will take place will be stated in the SCC.
11.37.PERFORMANCESECURITY	37.1 The performance security shall be provided to the employer no later than the date specified in the letter of acceptance and shall be issued in the amount specified in theSCC,in a form and by a bank acceptable to the employer,and denominated in the types and proportions of the currencies in
11.38. QUALITY TESTS	The contractor should produce the quality tests of the materials use in the construction and installation. The tests should be conducted in the present of the representative of implementing agency. All the costs incurred for such test shall be the sole responsibility of the contractor.

12. SPECIFICCONDITIONSOFCONTRACT(SCC)

SpecialConditionsofContract

GCC Clause Number	SCC
1.1	Insert in the SCC the following definitions: “Contract: Setting up of Integrated Entrepreneurship & Livelihood Centre for Tribal Youths, Women Entrepreneurs & Farmers in Meghalaya “Defects liability period:the defects liability period is 12 months “Employer: the employer is Meghalaya Basin Management Agency (MBMA), Nongrim Hills, Shillong. The employer’s country is“India”. ““Required completion date:The intended completion dates shallbe 12(Twelve)months from the date of the commencement of the contract.

“Executive Director (Technical): The project manager is “Shri G

Kharmawphlang”

“Site: the site is located at:

Lot#	District	Block	Village	GPSCoordinates
1	South Garo Hills	Siju	Siju	
2	South West Khasi Hills	Ranikor	Pamdaba	
3	North Garo Hills	Adokgre	Adokgre	
4	East Khasi Hills	Sohiong	Mawlaingut	

	Start date: the start date shall be 15(fifteen) days after the date of issue of notice to proceed with works to the contractor. Works:Setting up of Integrated Entrepreneurship & Livelihood Centre for Tribal Youths, Women Entrepreneurs & Farmers in Meghalaya
1.2	This contract shall be a unit priced contract based on quoted rate from contractor
2.1	The language of the contract is English.The governing law is the law of the employer'scountry.

7.1	sub-contractingisnotallowed
8.1	The schedule of key personnel are: 1. Project SiteManager 2. EnvironmentalSpecialist 3. Social Specialist 4. Site Engineer 5. Quantity Surveyor 6. Supervisor 7. Health and Safety Officer 8. Certified personnel for installation and calibration of the equipment.
10.1	The minimum insurance covers shall be: (a) The minimum insurance cover for the loss of or damage to the works, equipment and materials shall be equal to the contract value and the materials as per the contract price with a maximum deductible for each insuranceclaim of of Rs 1.00 Lakhs (b) The minimum insurance cover for loss of or damage to property (except the works, plant, materials and equipment) is Rs 5.00 Lakhs with a maximum deductible of Rs 1.00 Lakhs.

	(c)The minimum insurance cover for personal injuryor death andthird-party liability is Rs 5.00 Lakhs with no deductible.
12.1	The site possession date shall be within 15 days of commencement date. The start date is: 15days after the date of issue of notice to proceed with works to thecontractor.
14.1	The period for submission of the program is 15days from the date of signature of agreement. The period between the program up dates is 90days.
26.1	The liquidated damages for the whole of the works are 1/2000 of the final contract price per day. The maximum amount of liquidated damages for the whole of the works is 10%(Ten) Percent of the final contract price.
27.1	The advance payment shall be limited to 10%(Ten)percent of the contract price(Civil Work)upon submission of the advance bank Gaurantee which is equavilant to the Advance amount.
28.1	The amount of retention money will be 5% of each payment due to the contractor up To the maximum of 5% of the total contract amount.
34.1	The percentage to apply to the value of the works notc ompleted,representing the employer's additional cost for completing the works is 20%(Twenty)percent.

36.1	The procedure for adho carbitration will be as follows: (a)In case of Dispute or differencearising between the Employer and an Indian Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, Amendment 2015 & 2019. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor.The third Arbitrator shall be chosen by the two Arbitrators Soappointed by the Parties and shall act as Presiding Arbitrator.In case of failureof the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be Appointed by the Chairman, Institution of Engineers, (India), Shillong, Meghalaya. For the purposes of this Sub-Clause, the term —Indian Contractor means a contractor who is registered in India and is a juridical person created under Indian law (b)If one of the parties fails to appointits Arbitrator in pursuance of subclause (a) Above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party,then the Chairman,Institution of Engineers,(India),Shillong,

	Meghalaya, shall appoint the Arbitrator. A certified copy of the order of the Chairman, Institution of Engineers, (India), Shillong, Meghalaya making such an appointment shall be furnished to each of the parties. (c) Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer,the Project Manager,the Contractor and the Adjudicator shall not be altered by reason of the arbitration being conducted during the progress of the Works. (d) Arbitration proceedings shall be held at Shillong, India, and the language of the arbitration proceedings and that of all documents andcommunications between the parties shall be English. (e) The decision of the majority of Arbitrators shall be final and binding upon both parties.The cost and expenses of Arbitration proceedings as also the feesand expenses paid to the Arbitrators will be paid equally by both the parties.However, the expenses incurred by each party in connection with the preparation, presentation, etc.of its proceedings on its behalf shall be borne by each party itself. (f) Where thevalueofthecontract isRs.50million and below,thedisputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties;failing such agreement,by the Chairman,Institution of Engineers,(India),Shillong,Meghalaya. (g) The Arbitrator should give final award within the time limit prescribed

	In Arbitration and Conciliation Act,1996,amendment 2015&2019. (i) Performance under the contract shall continue during the arbitration proceedings andpayments due to the contractor by the Employer shall not be withheld,unless they are the subject matter of the arbitration proceedings. Any dispute or difference whatsoever arising betweenthe parties out of or relatingtothe construction, meaning, scope, operation oreffect of this contract or the validity or the breach there of shall be settled by arbitration in accordance with the Arbitration and ConciliationAct,1996,amendment 2015&2019and the award made in Pursuance thereof shall be binding on the parties
37.1	The performance security amount is 5%(five) percent of the total contract price in the form of "Unconditional Bank Guarantee" The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the amounts specified in the PCC (for GCC 50.1), and shall be issued by a Nationalized or Scheduled bank in India.