



REQUEST FOR BID (RFB)

FOR

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

Tender Document No.: No.MBMA/299/2026-2027/36

Date: 10th June,2026

Meghalaya Basin Management Agency (MBMA)

C/o Meghalaya State Housing Financing & Cooperative Society, Upper

Nongrim Hills, Shillong, Meghalaya, India–793003

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

Executive Director (Technical)

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
1	RFB reference No.	Reference No.MBMA/MLAMP/299/2026-2027/2
2	Publication details	The tender form can be seen and downloaded from the website https://mbda.gov.in & https://mbma.org.in
3	Date of publication of Bids	10 th June 2026
4	Last date and time of receiving queries	15 th June 2026, 11 AM

5	Schedule of the pre-bid meeting	Date: 15th June, 2026 Time: 2:00 p.m Mode: Off-line Address: Office of the Executive Director (Technical), MBDA/MBMA.
6	Last date and time for submission of Bid	29th June 2026 @ 3 PM
7	Date and Time of opening of Technical Bids	29th June 2026 @ 3:30 PM
8	Date and Time of opening of financial Bids	To be notified later only to technically qualified bidders
9	Bid validity period	90 days from the last date for submission of bids.
10	EMD amount	Rs. 5,00,000 /- per Lot
11	Performance bid security (PBG) amount	5% of the contract value
12	Contact person (Phone No.)	9436110418/9863242859
13	Contact email	mbdaengineering@gmail.com
14	Method of Selection	Least Cost System (LCS)
15	Locations	Lot#1 - Siju, NGH Lot#2 - Ranikor, SWKH Lot#3 - Adokgre,NGH Lot#4 - Mawlaingut,EKH

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 TECHNICAL EVALUATION CRITERIA:

Sl. No.	Criteria	Documents required
1	The bidder should be a Class I Government registered contractor (PWD)	Copy of the certificate must be submitted.
2	Copy of Company's PAN, GST and ITR details.	Documentary proofs should be submitted.
3	The bidder must have an average Annual Turnover of INR 1 Crore during the last 3 financial years i.e., 2022-23, 2023-24 and 2024-25. For the purpose of illustration, it is further clarified that in case a bidder submits bids for 1 lot, S/he must have an average annual turnover of INR 1 Crore. Accordingly, if a bidder submit its bids for 3 lots, S/he must have an average annual turnover of INR 3 Crores.	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 Requirement: To demonstrate the required experience for each Lot, the Bidder shall have successfully completed similar works during the last 7 years preceding April 2026 and shall satisfy any one of the following criteria for the respective Lot: One (1) similar work with a contract value of not less than INR 2 crore; or Two (2) similar works, each with a contract value of not less than INR 1 crore and 25 lakhs; or Three (3) similar works, each with a contract value of not less than INR 1 crore. <u>For the purpose of this criterion, "similar work" means The Work for construction of RCC Building at least G+1, RCC framed building with Hybrid structure with composite works of Civil work, Electrical work including HVAC, Sanitary and water supply etc. shall be considered as similar work.</u> . <u>Additional Requirement for Multiple Lots:</u> Where a Bidder submits bids for more than one Lot, the experience submitted to satisfy the qualification requirement for a particular Lot shall be distinct and exclusive to that Lot. A contract/work order used to demonstrate compliance with the experience requirement for one Lot shall not be used again to satisfy the experience requirement for any other Lot. Accordingly, the Bidder shall provide sufficient separate qualifying contracts/work orders for each Lot for which qualification is sought. Failure to furnish distinct qualifying experience for each Lot may result in the Bidder being considered qualified only for the number of Lots for which adequate separate experience has been demonstrated.	Copy of Work Order/Completion Certificate.
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	Illustration: If a bidder seeks qualification for two Lots using the option of one similar work of INR 2 crores, two separate qualifying contracts of at least INR 2 crores each must be submitted—one for each Lot. The same contract cannot be counted for both Lots. This provision applies solely to the evaluation of qualification requirements and does not restrict a bidder from submitting bids for multiple Lots.	
6	The bidder should have a valid labor license	Copy of the license must be submitted
7	The bidder should have a valid trade license issued by KHADC/GHADC or any other competent authority in Meghalaya	Copy of the Trade license must be submitted. In case a bidder belongs to ST category, the bidder must submit valid ST certificate.
8	Applicant must submit their proposal as per the AOC stipulated in the tender document	Self-declaration of the same
9	The bidder should not be blacklisted by any Government department/PSUs/Private sector	Self-declaration of the same
10	Earnest Money Deposit: The bidder must submit Earnest Money Deposit amounting to INR 5 Lakhs against each lot. The earnest money deposit must be submitted in the form of Bank Guarantee/Account payee Demand draft in favor of Meghalaya Basin Management Agency, Shillong, Meghalaya. For the avoidance of doubt, it is further clarified that in case a bidder submits its bids for 2 Lots, then the bidder must submit EMD amounting to INR 10 Lakhs. Accordingly, in case a bidder submits its bid for all 4 Lots then the bidder must submit EMD @ INR 5 Lakhs for each Lot. Exemption of submission of EMD is allowed to the bidder who have been registered under MSE for which the bidder must submit the MSE certificate along with their bids.	Account payee Demand Draft/Bank Guarantee

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Bid Capacity: The bidder must meet the bid capacity criteria outlined in the table below. The available bid capacity will be calculated as follows:

Lot#	Bid Capacity
Lot#1	Bidders must have a bid capacity amounting to Rs. $\geq$ 2,50,00,000/-
Lot#2	Bidders must have a bid capacity amounting to Rs. $\geq$ 2,50,00,000/-.
Lot#3	Bidders must have a bid capacity amounting to Rs. $\geq$ 2,50,00,000/-.
Lot#4	Bidders must have a bid capacity amounting to Rs. $\geq$ 2,50,00,000/-

Bid capacity formula = ($A \times N \times 2$) -B

A = Maximum value of Civil works executed in any one year during the last 3 (Three) years (updated to current price level) taking into account the completed as well as work in progress.

N = Number of Years prescribed for completion of work for which Bids /Tenders have been received.

B = Existing commitments & balance number of ongoing works & works awarded, but yet to start with the Tender to be completed in next "N" years.

	<i>Note:</i> I) <i>Similar work:- The Work for construction of RCC Building at least G+1, RCC framed building with Hybrid structure with composite works of Civil work, Electrical work including HVAC, Sanitary and water supply etc. shall be considered as similar work.</i> II) In the event that a bidder submits a bid for multiple lots, the bidder must meet the eligibility criteria as defined for each lot cumulatively. For the avoidance of doubt, it is further clarified that:	
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3.2 FINANCIAL PART

The bidder who fulfills all the criteria outlined under the TECHNICAL EVALUATION CRITERIA, shall be declared as Technically qualified. Accordingly, the financial bids of the technically qualified bidders shall be opened and evaluated.

Evaluation and selection of bidders will be based on the **Least Cost System (LCS)**.

3.2.1. DRAWING AND THE AREA OF EACH BLOCK ARE INDICATED BELOW

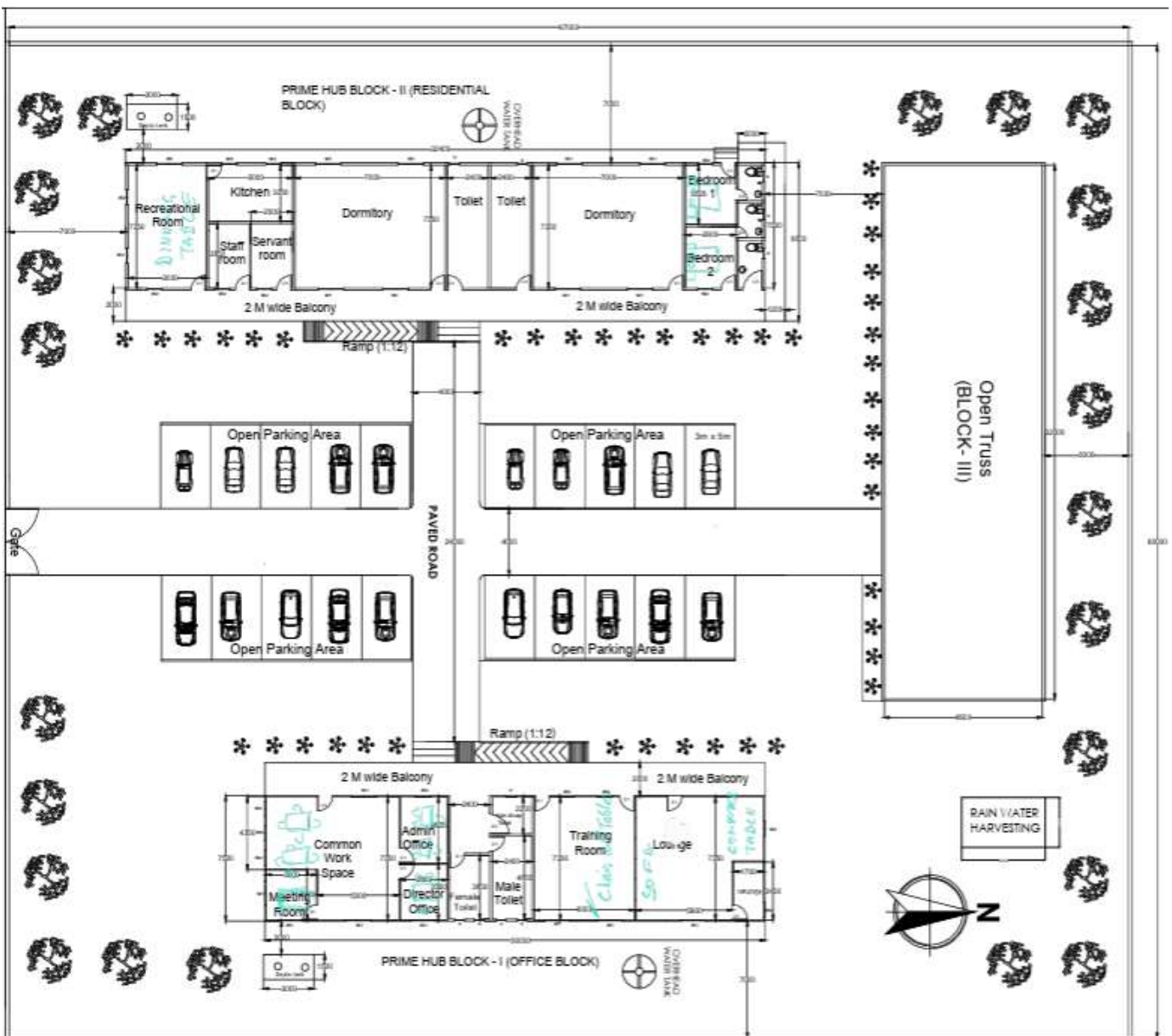
The bidder must submit its financial bid in the following format. The bidder is offered the liberty to ascertain the rate/percentage to quote as per details shown below:

FORMAT FOR SUBMISSION OF FINANCIAL BID

Name of the work:

Lot Number:

Sl.No.	Item No.	Item Description	Area in Sqm.	Amount
1	Building Civil works			
i	Block – I	Office Block	285	
ii	Block – II	Residential Block	308	
iii	Block – III	Industrial Block	300	
iv	Electrification with back up system			
Total				



4. INSTRUCTION TO THE BIDDERS

4.1 PROCEDURE FOR SUBMISSION OF BIDS (2 ENVELOPES)

Technical Bid (Envelope1): The documents comprising of the Technical Qualification criteria must be submitted in one 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 outer 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.

In case a bidder submits bid for multiple lots then the bid for each lot should be submitted separately and not in a single envelope.

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

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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
10. Financial Bid

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

Financial Proposal of the bidder can be based on the enclosed Preliminary Drawings, Area Statement and Abstract of Cost.

4.7 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.

4.8 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.

4.9 BID CURRENCY

Prices shall be quoted in Indian Rupees (INR).

4.10 BID SECURITY (EARNEST MONEY DEPOSIT)

The EMD amount is to be paid through account payee DD/BG in favor of Meghalaya Basin Management Agency. 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 returned upon receipt of the performance security. The EMD must remain valid for a period of 90 days from the date of its issuance of the EMD by the issuing bank.

4.11 BID VALIDITY PERIOD

Bids shall remain valid for 90 days after the last date of submission of Bids. 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.

4.12 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 of submission 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.

4.13 EVALUATION OF TECHNICAL BID AND FINANCIAL BID

The Bids shall be evaluated in two stages.

Stage 1: The technical bids shall be evaluated in accordance with the criteria outline under the RFB.

Stage 2: The financial bids of the technically qualified bidders shall be opened and evaluated.

- Conditional Bids are liable to be rejected.
- 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.

4.14 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.

4.15 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.

4.16 REJECTION CRITERIA

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

- Bids submitted without or with improper EMD.
- Bids which do not conform to unconditional validity of the Bid as prescribed in the Tender.
- Technical Bid containing financial information.
- 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:
- 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 should be quoted as per Meghalaya Schedule of Rates for Building Works.

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.

4.17 INCOME TAX LIABILITY

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

4.18 GST LIABILITY

The Bidder will have to bear all GST.

4.19 PERFORMANCE SECURITY

- The successful bidder should submit 5% (five percent) of the contract value as a performance security in the form of Bank Guarantee, which shall remain valid for a period of 14 months.
- Performance security will be returned after completion of all contractual obligations under the contract.

5. 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

5.1 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			

5.2 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:

6. FORMAT FOR RESPONSE TO TENDER: TECHNICAL BID

6.1 FORMAT 1- TECHNICAL BID LETTER

To

Executive Director (Technical),

Meghalaya Basin Management Agency,

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

Subject: Engagement of a vendor for 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 be forfeited 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 90 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:

6.2 FORMAT 2-DEVIATIONS FROM TENDER: TECHNICAL BID

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					
7					
8					
9					
10					

6.3 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		
7	Name of the project	
8	Start Date and End Date	
9	Current Status (work in progress, completed)	
10	Contract Tenure	
11	No. of Locations	
12	Man-month effort involved	
13	Type of Project	

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

7. ANNEXURE

7.1 ANNEXURE-I: BIDDING DOCUMENT ACKNOWLEDGEMENT FORM

Dated:

To

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

Dear Sir,

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

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

7.2 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

Dear Sir,

In consideration of Meghalaya Basin Management Agency, Govt. of Meghalaya, having its office at Nongrim Hills, Shillong- 793003, Meghalaya (here in after 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/shaving itsregistered/head office at (Here in after referred to as the 'CONTRACTOR') which expressions 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.

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 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, not with- standing 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 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 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 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.
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 herein above, our liability under this Guarantee is limited to Indian Rupees (in figures) (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 thisday of26 at.....

WITNESSNO.1

(Signature)

Full name and official

Address (in legible letters)

(Signature)

Full name, designation and

address (in legible letters) with

Bank stamp

Attorney as per power of Attorney
No.....

WITNESS NO.2

Dated.....

(Signature)

Full name and official Address

(in legible letters)

7.3 ANNEXURE - III: FORMAT FOR SUBMISSION OF FINANCIAL BID

FORMAT FOR SUBMISSION OF FINANCIAL BID				
Name of the work:			Lot Number:	
Sl.No.	Item No.	Item Description	Area in Sqm.	Amount
1	Building Civil works			
i	Block – I	Office Block	285	
ii	Block – II	Residential Block	308	
iii	Block – III	Industrial Block	300	
iv	Electrifications with back up system			
Total				

(Signature of the Bidder)

Date:

8. GENERAL CONDITIONS OF CONTRACT

8.1 DEFINITIONS

8.1.1 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 unit rate contract.

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 number of 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 and plant.

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 contractor is 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) is the person named in the SCC (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.

8.2. LANGUAGE AND LAW

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

8.3. COMMUNICATION

8.3.1 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.

8.4. PROHIBITED PRACTICES

8.4.1 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 observe the highest standards of ethics during the procurement and execution of such contracts.

8.4.2 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 a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial 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, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence 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 impede an 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.

8.4.3 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/or any of their personnel or agents has directly or indirectly, engaged in any of the prohibited practices.

8.4.4 .Bidders, suppliers, consultants, contractors, and their sub- 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 inspected by auditors and/or investigators appointed by the Fund.

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

8.4.6. The bidder shall keep all records and documents, including electronic records, relating to this procurement process 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.

8.5. PROHIBITION OF SEXUAL HARASSMENT , SEXUAL EXPLOITATION AND ABUSE

8.5.1 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 favor 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 attempted abuse of a position of vulnerability, 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)”.

8.5.2 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 anyone 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 exploitation and abuse arising out of or in connection with 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.

8.5.3. The bidder or subcontractor or supplier is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.

8.6. Sub-contracting and other contractors

- 8.6.1 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 not alter 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.

8.7. PERSONNEL AND LABOUR REQUIREMENTS

- 8.7.1 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.

- 8.7.2 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.

- 8.7.3 The contractor shall provide and employ on 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 labor standards: prohibition of child labor and worst forms of child labor, forced labor, 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.

8.8. CONTRACTOR'S AND EMPLOYER'S RISKS

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

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

(a) The risk of personal injury, death, or loss of or damage to property (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 to him except the contractor.

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

8.8.3. From the completion date until the defect's 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 or damage 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.

8.9. INSURANCE

8.9.1. 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.

8.9.2. 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 discretion may 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.

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

- 8.10. CONTRACTOR TO CONSTRUCT THE WORKS** 8.10.1 The contractor shall construct and install the works in accordance with the specifications and drawings.
- 8.11. THE WORKS TO BE COMPLETED BY THE COMPLETION DATE** 8.11.1 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 the program submitted by the contractor, as updated with the approval of the Executive Director (Technical), and complete them by the required completion date.
- 8.12. SAFETY** 8.12.1. 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.
- 8.12.2. The contractor shall report immediately to the Executive Director (Technical) any health and safety incidents, accidents, injuries that require treatment and all fatalities.
- 8.13. PROGRAM** 8.13.1 Within the time stated in the SCC, the contractor shall submit to the Executive Director (Technical) for its no-objection a program showing the general methods, arrangements, order, and timing for all the activities for construction of the works. The contractor shall update the program at intervals no longer than the period stated in the SCC. The project manager's non-objection to the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the project manager again at any time. A revised program shall show the effect of variations and compensation events.
- 8.14. EXTENSION OF THE COMPLETION DATE** 8.14.1 Executive Director (Technical) shall extend the completion date if a compensation event occurs or a variation is issued which make it impossible for completion to be achieved by the required date without the contractor taking steps to accelerate the remaining
- work, which would cause the contractor to incur additional cost.

8.15. DELAYS ORDERED BY THE EXECUTIVE DIRECTOR (T)	8.15.1 Executive Director (Technical) may instruct the contractor to delay the start or progress of any activity within the works. Delays or suspension of work by the project manager which increase the contractor's costs shall be subject to equitable adjustments by the employer.
8.16.EARLY WARNING	8.16.1.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 as reasonably possible. 8.16.2.The contractor shall cooperate with the Executive Director (Technical) in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the works and in carrying out any resulting instruction of the Executive Director (Technical).
8.17. CORRECTION OF DEFECTS	8.17.1. The Executive Director (Technical) shall give notice to the contractor of any defects before the end of the defect's 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. 8.17.2. 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.
8.18. UNCORRECTED DEFECTS	8.18.1 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.
8.19. BILL OF QUANTITIES	8.19.1 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, and commissioning of the works to be done By the contractor.

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

8.20. CHANGES IN THE QUANTITIES

8.20.1 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 unit rate upwards or downwards for this item commensurate with the impact of the change on the contractor's cost. (For lump-sum contracts, this clause shall be substituted by a new clause as indicated in SCC).

8.21. PAYMENT CERTIFICATES

8.21.1. The contractor shall submit to the project manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

8.21.2. The Executive Director (Technical) shall check the contractor's executed work and certify the amount to be paid to the contractor.

8.21.3. The value of work executed shall be determined by the Executive Director (Technical).

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

8.21.5. The value of work executed shall include the valuation of variations and compensation events.

8.22. PAYMENTS

8.22.1. Payments shall be adjusted for deductions of the advance payments and retention. The employer shall pay the contractor the amounts certified by the Executive Director (Technical) within 90 days of the 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 next payment. Interest shall be calculated from the date by which the payment should have been made, up to the date when the late payment is made, at the rate of interest prevailing at the local banks for construction loans.

8.22.2. 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 prices in the contract.

8.23. COMPENSATION EVENTS

8.23.1. The following shall be compensation events:

- (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 uncover or 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) The advance payment is delayed.
- (f) The Executive Director (Technical) unreasonably delays issuing a certificate of completion.
- (g) Any other events as stipulated in the SCC.

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

8.24. TAX

8.24.1 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 for the contract and the date of the last completion certificate. The adjustment shall be the change in the amount of tax payable by the contractor, provided such charges are already not reflected in the contract price.

8.25. LIQUIDATED DAMAGES

25.1 The contractor shall pay liquidated damages to the employer at the rate per day stated in the SCC for each day 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 due to the contractor.

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

8.26. ADVANCE PAYMENTS

8.26.1. The employer shall make advance payment to the Contractor in the amounts stated in the SCC after the contractor has:

- (i) Delivered to the site construction equipment and/or materials for initiating the works, and
- (ii) Submitted the advance payment guarantee.

8.26.2. 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.

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

8.27. F MONEY

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 defect's liability certificate. Subject to the approval by the employer, the retention money can be released to the contractor at the time of issue of the certificate of completion of the works against submission by the contractor of an unconditional bank guarantee covering the full amount to the retention money.

8.28. DAYWORKS

8.28.1. 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 to be paid for in that way.

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

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

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

8.29. COST OF REPAIRS

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

8.30. COMPLETION AND TAKING OVER

8.30.1 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 the works are satisfactorily completed. The employer shall take over the site and the works within seven days of the Executive Director (Technical) issuing of a certificate of completion.

8.31. FINAL ACCOUNT

8.31.1 The contractor shall supply the Executive Director (Technical) with a detailed account of the total amount that the contractor considers payable under the contract before the end of the defect's liability period. The Executive Director (Technical) shall issue a defects liability certificate and certify any final payment 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 the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Executive Director (Technical) shall decide on the amount payable to the contractor and issue a payment certificate.

8.32. TERMINATION ACTION

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

8.32.2. Fundamental breaches of contract shall include, but shall not be limited to, the following:

- (a) The contractor stops work for 21 days when no stoppage of work is shown on the current Program and the stoppage has not 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

8.33. PAYMENT UPON TERMINATION

8.33.1 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 the issue 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 total amount due to the employer exceeds any payment due to the contractor, 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 by the employer, the Executive Director (Technical) shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal 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 payments received up to the date of the certificate.

8.34. PROPERTY	8.34.1 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.
8.35. RELEASE FROM PERFORMANCE	8.35.1 If the contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the employer or the contractor, the Executive Director (Technical) shall certify that the contract has been frustrated. The contractor shall make the site safe and stop work as quickly as possible after receiving this certificate 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.
8.36. RESOLUTION OF DISPUTES	8.36.1 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 and the 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.
8.37. PERFORMANCE SECURITY	8.37.1 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 the SCC, in a form and by a bank acceptable to the employer, and denominated in the types and proportions of the currencies in
8.38. 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.

Special Conditions of Contract

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 shall be 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:																									
	<table><tr><th>Lot#</th><th>District</th><th>Block</th><th>Village</th><th>GPS Coordinates</th></tr><tr><td>1</td><td>South Garo Hills</td><td>Siju</td><td>Siju</td><td></td></tr><tr><td>2</td><td>South West Khasi Hills</td><td>Ranikor</td><td>Pamdaba</td><td></td></tr><tr><td>3</td><td>North Garo Hills</td><td>Adokgre</td><td>Adokgre</td><td></td></tr><tr><td>4</td><td>East Khasi Hills</td><td>Sohiong</td><td>Mawlaingut</td><td></td></tr></table>	Lot#	District	Block	Village	GPS Coordinates	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	
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	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
1.3	The language of the contract is English. The governing law is the law of the employer's country.

1.4	sub-contracting is not allowed.
1.5	The schedule of key personnel are: 1. Project Site Manager 2. Environmental Specialist 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.
1.6	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 insurance claim 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 injury or death and third-party liability is Rs 5.00 Lakhs with no deductible.
1.7	The site possession date shall be within 15 days of commencement date. The start date is: 15 days after the date of issue of notice to proceed with works to the contractor.
1.8	The period for submission of the program is 15days from the date of signature of agreement. The period between the program updates is 90days.
1.9	The liquidated damages for the whole of the works are 1/2000 of the final contract price per day. The maximum number of liquidated damages for the whole of the works is 10% (Ten) Percent of the final contract price.
2.0	The advance payment shall be limited to 10% (Ten)percent of the contract price (Civil Work) upon submission of the advance bank Guarantee which is equivalent to the Advance amount.
2.1	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.
2.2	The percentage to apply to the value of the works not completed, representing the employer's additional cost for completing the works is 20% (Twenty) percent.

2.3	The procedure for adhoc arbitration will be as follows: (a)In case of Dispute or difference arising 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 So appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach 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 appoint its 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,
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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 and communications 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 fees and 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 the value of the contract is Rs.50 million and below, the disputes 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 and payments 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 between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach there of shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, amendment 2015 & 2019 and the award made in pursuance thereof shall be binding on the parties
2.4	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.