

National Competitive Bidding (NCB)

Request for Bid (RFB) for Equipment for UAV under MegLIFE

List of event(s)	Schedule
Date of issuance of RFB	08-05-2026
Last date & time for receipt of queries	11-05-2026, 14:00 Hours Email ID : meglifeprocurement@gmail.com
Date & time of pre-bid meeting	12-05-2026, 12:30 Hours
Mode of pre-bid meeting	Online
Last date & time for receipt of bids	28-05-2026, 15:00 Hrs
Date & timing for opening of Bids	28-05-2026, 15:30 Hrs
Website for downloading the RFBs	www.mbda.gov.in
Mode & Venue for pre-bid meeting	Online Link will be shared a day prior before the pre-bid meeting
Place of opening of Bids	Procurement Unit Meghalaya Basin Development Authority, O/o MegARISE, RDL Building, Springside Lumsohphoh, Nongthymmai, Meghalaya, Shillong - 793014 Website: www.mbda.gov.in
Officer inviting the RFB	Additional Project Director, Meghalaya Basin Development Authority, O/o MegLIFE, Shalom Building, 2 nd Floor, Lower Lachumiere, Meghalaya, Shillong - 793001 Website: www.mbda.gov.in

Section I: Letter of Invitation

Procurement of Equipment for UAV under MegLIFE

RFB No.: PLN/MBDA/24915/2026/NF/

Date: 08-05-2026

Dear Sir/Madam,

1. Meghalaya Basin Development Authority (MBDA) now invites sealed Bids (Off-line) comprising of Technical & Financial Bids from eligible suppliers (refer to Section II. Clause No. 3 for eligibility criteria) for the supply and delivery of the following items mentioned in the table below:

Table 1						
Sl #	Description of Goods	Sub Items	Quantity	Specification	EMD Amount	Delivery location/ address
1	DGPS System Set	Receiver	1	Please refer to "Schedule of Technical Specifications of Goods"	Rs. 2,50,000/-	O/o MegLIFE, Shalom Building, 2 nd Floor, Lower Lachumiere, Shillong- 793001 Meghalaya.
		Rover	2			
		Controller	2			
		Field Software	2			
		Office Software	1			
2	High Accuracy GPS		2			

Interested eligible Bidders may obtain further information from:

Meghalaya Basin Development Authority (MBDA)

Procurement Unit,

O/o MegARISE,
RDL Building, Springside Lumsophoh,
Nongthymmai,
Meghalaya, Shillong - 793014
Website: www.mbda.gov.in

2. Bids shall be submitted in sealed envelopes, with the Technical Bid and Financial Bid enclosed in separate sealed envelopes, each clearly marked as: "**Procurement of Equipment for UAV under MegLIFE**"

RFB No.: PLN/MBDA/24915/2026/NF/

Addressed to:

Meghalaya Basin Development Authority,

Procurement Unit,
O/o MegARISE,
RDL Building, Springside Lumsophoh,
Nongthymmai,
Meghalaya, Shillong - 793014
Website: www.mbda.gov.in

3. The deadline for receipt of your sealed bid is **28-05-2026 by 15:00 Hrs. (IST)**. Bids will be opened on **28-05-2026 by 15:30 Hrs.** All late submissions will be rejected outright.
4. A complete set of bidding documents is available to interested Bidders at www.mbda.gov.in
5. All bids must be accompanied by the following documents. Offers with incomplete documents will be rejected:
 - a) Declaration of Undertaking (Section III) – **Part of Technical Bid**
 - b) Form of Quotation (Section IV)- **Part of Financial Bid**
 - c) List of Goods and Price Schedule (Section VI)- **Part of Financial Bid**
 - d) Schedule of Technical Specifications of Goods Offered (Section VII)-**Part of Technical Bid**
 - e) Company's Business registration- **Part of Technical Bid**
 - f) GST Registration Certificate & PAN- **Part of Technical Bid**
 - g) Manufacturers or Technical Brochures (catalogues) on the items offered-**Part of Technical Bid**
 - h) Non- Manufactures' Bidders will submit the Manufacturer's Authorization Form (MAF)- **Part of Technical Bid.**
 - i) **The OEM (Original Equipment Manufacturers) office in India- at least 15 years or more;** relevant documents such as registration/incorporation certificate must be submitted- **Part of Technical Bid.**
 - j) Copies of past contracts/supply orders and completion certificates, as required in the document, to demonstrate in compliance with the **experience** criteria as stated at **3.d** under Section II i.e **Instructions to Bidders- Part of Technical Bid.**
 - k) Certificate issued by a Chartered Accountant with UDIN, along with Audited Financial Statements, confirming the bidder's average annual turnover for the financial years specified in the RFB to demonstrate in compliance with the **Financial capability criteria as stated at 3.e under Section II i.e Instructions to Bidders- Part of Technical Bid.**
 - l) **Earnest Money Deposit (EMD):**
 - i. Bidders shall submit an Earnest Money Deposit (EMD) for the required amount as specified in the RFB in the form of an account Insurance Surety Bonds, account payee Demand Draft, Fixed Deposits receipt, Banker's Cheque in favour of **MBDA-MegLIFE payable at Shillong**, Meghalaya or in the form of a Bank Guarantee from a commercial bank, safeguarding the purchaser's interest in all respect., which shall valid for a minimum period of three (3) months. The EMD of unsuccessful bidders will be returned without interest after finalization of the tender. **The EMD of the successful bidder will be retained and released without interest upon successful completion of the contract. In the event that the EMD submitted by the successful bidder expires before the completion of the contract, the bidder shall renew the EMD or submit a fresh one to ensure continuous validity until contract closure- Part of Technical Bid.**

- ii. In the event that the L1 bidder does not accept the Supply Order, which is issued within the bid validity period, for whatsoever reason other than the reason that comes under Force Majeure, the Bid Security of the successful bidder shall be forfeited. Subsequently, the offer shall be extended to the L2 bidder.
 - iii. EMD submitted in a form not listed above will not be taken into consideration.
 - iv. EMD exemption will not be permitted.
- m) **Performance Guarantee:** The successful bidder shall furnish performance Security of an amount of **5%** of the contract value within 12 (twelve) days from the date of issue of letter of intent/acceptance of tender and it shall remain valid for a period of **425 days** from the date of issuance of LoI/NoA.
- i. Performance Security will be returned to the contractor without any interest, after ensuring the compliance to the due performance of the contract obligations in all respects under the contract.
 - ii. Performance security may be furnished in the form of Insurance surety Bonds or account payee demand draft or fixed deposit receipts, Banker's cheque in favour of **MBDA-MegLIFE payable at Shillong, Meghalaya** or in the form of a Bank Guarantee from a commercial bank safeguarding the purchaser's interest in all respect as per the Proforma at **FORM-2** of this tender document in favour of **MBDA-MegLIFE**.
 - iii. Performance security is liable to be forfeited in case successful Bidder/Agency does not fulfil contract obligations at any point of time.
6. Tenderers are required to complete the quotation Form and Price Schedule on their **company's letter head** in the formats provided in **Section IV and VI** of the bid documents.
7. Bid shall be fixed and presented in Indian Rupees. Price Bid shall indicate any discount separately. The evaluation will be conducted on the total price quoted by the bidder for both the item, and the contract will be awarded accordingly. The vendor who submits the lowest quoted price shall be awarded the contract.
8. Price bids will indicate all applicable taxes separately.
9. Tenders shall be valid for **120 days** from the due date of tender submission.
10. **The Bid shall be submitted under a Two-envelope system, consisting of a Technical Bid and a Financial Bid, to be submitted separately in accordance with the tender conditions.** These two envelopes shall be placed inside one outer envelope. The outer envelope must be clearly superscribed as: "RFB for Supply of Equipment for UAV under MegLIFE".
11. 100% payment will be paid within thirty (30) days after full delivery against the supply order and accepted by the Purchaser and the Recipient.
12. When preparing their bids, tenderers shall be guided by the Instructions and Conditions of supply in Section II and other parts of the bid RFB.

13. Requests for clarifications shall be submitted within two (2) days after the date of Issuing of the RFB to the address: meglifeprocmnt@gmail.com
14. Not more than one tender shall be submitted by one bidder or bidders having a business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
15. Bidder who has downloaded the tender from the website www.mbda.gov.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected.
16. Intending Bidders are advised to visit again the website www.mbda.gov.in at least 2 days prior to closing date of submission of tender for any corrigendum / amendment.
17. At any time prior to the deadline for submission of RFB, the Purchaser, for any reason, whether at its own initiative may modify the technical specification or any condition of the tendering documents by amendments.
18. The valid means of communications for this RFB shall be in writing a letter through e-mail or by speed/registered post/courier.
19. The Director(s)/Owners of the tendering firms having near relative working in the procurement division at a Senior level position (in the rank of Manager & above) in MBDA are debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by MBDA.
20. It is suggested that the tenderers may acquaint themselves with the requirements before submitting the bids.
21. The successful bidder shall not be allowed to sub-contract to any vendor.
22. **The rates quoted by the bidder(s) for all items shall remain firm for a period of Four (4) months from the last date of RFB submission.**
23. Bidders are required to bid for the full (100%) quantity of all items.
24. Bids will be opened as per date/time as mentioned in the RFB.
25. **Cancellation of Tender:** MBDA reserves the absolute and unconditional right to cancel, modify, withdraw, or annul this tender process, either wholly or partially, at any stage prior to the issuance of the Letter of Award, without assigning any reason and without incurring any liability whatsoever.

No bidder shall have any claim for costs, damages, loss of profit, or compensation of any nature arising out of or in connection with such cancellation or modification of the tender process.

Sd/-

**Deputy CEO,
Meghalaya Basin Development Authority**

Section II: Instructions to Bidders

1. RFB Number	PLN/MBDA/24915/2026/NF/									
2. Context of the requirement	Procurement of Equipment for UAV under MegLIFE									
3. Eligibility criteria to participate in public procurement	<p>The suppliers established in India shall:</p> <p>a.) be in conformity with the provisions of the law and</p> <p>b.) have fulfilled their obligations with regard to the payment of duties and taxes and</p> <p>c.) have no conflict of interest. In particular</p> <ul style="list-style-type: none"> • not being owned or controlled by the purchaser; • not having business or family relationship with Purchaser’s staff involved in the procurement process or the supervision of the resulting contract; • not being associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement; • not having the same legal representative as another bidder. <p>d.) Experience: The bidder should have successfully supplied similar items to any Government Department/Undertaking or PSU in India through one or more supply orders during the last 3 (three) years preceding March 2026, with the total order quantity as mentioned below. A copy of the relevant supply order(s) must be submitted along with the other documents.</p> <p>Note: Similar item would mean: DGPS Set and High accuracy GPS</p> <table border="1" data-bbox="627 1126 1401 1339"> <thead> <tr> <th>SI No.</th> <th>Item</th> <th>Qty/Nos</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>DGPS System Set</td> <td align="center">5</td> </tr> <tr> <td align="center">2</td> <td>High Accuracy GPS</td> <td align="center">5</td> </tr> </tbody> </table> <p>e.) Financial capability: The bidder shall have a minimum average annual turnover of Rs. 40 Lakhs during the last three (3) financial years, i.e., 2022-23, 2023-24, and 2024-25.</p>	SI No.	Item	Qty/Nos	1	DGPS System Set	5	2	High Accuracy GPS	5
SI No.	Item	Qty/Nos								
1	DGPS System Set	5								
2	High Accuracy GPS	5								
4. Pre-selected firms/OTE	Open Tender Enquiry									
5. Clarifications	Requests for clarifications shall be submitted to: meglife.procurement@gmail.com									
6. Submission of bid	<p>Refer Clause 10 under Section I: Letter of Invitation</p> <p><u>The Bids must be sent or delivered to the address:</u></p> <p>Meghalaya Basin Development Authority (MBDA) Procurement Unit O/o MegARISE, RDL Building, Springside Lumsophoh,</p>									

	<p>Nongthymmai, Meghalaya, Shillong - 793014 Website: www.mbda.gov.in</p> <p><u>The outer envelope must clearly mention the RFB number and name</u></p>
7. Submission deadline for the bid	<p>Date: No later than 28th May, 2026 by 15:00 Hrs. Any bids received after the deadline prescribed in this section will be rejected and returned unopened to the bidder.</p>
8. Opening of bid	<p>The opening will be held on 28th May, 2026 at 15:30 Hrs in the following address:</p> <p>Procurement Unit, O/o MegARISE, RDL Building, Springside Lumsophoh, Nongthymmai, Meghalaya, Shillong - 793014 Website: www.mbda.gov.in</p> <p>The bid will be opened in the presence of the Bid Evaluation Committee and the bidders' representatives who prefer to attend.</p>
9. Period of validity of bid	120 Days (effective from the last date of submission of RFB)
10. Documents comprising the bid	<p>Each bidder shall submit only one bid. Bids submitted by the bidders shall comprise the following documents:</p> <p><u>Technical Bid</u></p> <p>a.) Earnest Money Deposit (EMD) b.) Declaration of Undertaking (Section III) c.) Schedule of Technical Specifications of Goods Offered (Section VII) d.) Company's Business registration e.) GST Registration Certificate & PAN f.) Manufacturer's or Technical Brochures (catalogues) on the items offered g.) OEM (Original Equipment Manufacturers). h.) Non-Manufacturer Bidders will submit the Manufacturer's Authorization Form (MAF). i.) Copies of past contracts/supply orders/completion certificates as mentioned in the <u>Table at 3.d under Section II.</u> j.) Certificate issued by a Chartered Accountant with UDIN, along with Audited Financial Statements, confirming the bidder's average annual turnover for the financial years specified in the RFB to demonstrate in compliance with the Financial capability criteria as stated at 3.e under Section II i.e Instructions to Bidders. k.) Any other document(s) as specified under the RFB, if any.</p> <p><u>Financial Bid</u></p> <p>a.) Form of Quotation (Section IV) b.) List of Goods and Price Schedule (Section VI)</p> <p>Note:</p> <p><i>i. <u>Incomplete offers will be rejected.</u></i> <i>ii. <u>Submission of any financial information within the Technical Bid shall render the bid liable to rejection.</u></i></p>

11. Brief description of the required goods (Technical details in Section VII)	As per Table 1 & Section VII
12. Language of bid	The bid prepared by the Bidder, and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language.
13. Currency of quotation	<input checked="" type="checkbox"/> Indian Rupee (INR) ₹
14. Bid prices	<ul style="list-style-type: none"> • The Bidder shall indicate, on the appropriate Price Schedule attached to these documents (Section VI), the total Bid Price quoted CIP (Carriage and Insurance Paid To) for goods, transport and insurance to the named place of destination. • The prices indicated in the quotation are fixed and not subject to any adjustment during the period of validity. • In case of any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity), the unit price shall prevail and the total price shall be corrected.
15. Taxes on price quotation	<p>Bid/quotation must be exclusive of any Taxes.</p> <p>Applicable taxes shall be quoted separately as specified in the format.</p>
16. Partial bid/quotations	Bidders may submit bids/quotations for all item with 100% quantity.
17. Clarification of quotations	The Purchaser may, at its discretion, ask any Bidder for a clarification of its quotation, if necessary.
18. Correction of arithmetical errors	Provided that the quotation is substantially responsive, the Purchaser shall correct arithmetical errors on the basis that the respective unit price and amount expressed in words shall prevail.
19. Evaluation criteria	<ul style="list-style-type: none"> • The Technical Bids shall be opened first and evaluated in accordance with the criteria stipulated in the RFB. The Financial Bids of only those bidders who are found technically qualified shall be opened in the second stage. The date and other details regarding the opening of Financial Bids shall be communicated to the technically qualified bidders in due course. • In addition to the other criteria specified in the RFB for Technical Bid evaluation, the technical evaluation shall include an assessment of compliance to confirm that all requirements of Section VII: Technical Specifications have been met without any material deviation, reservation, or omission. • The <u>financial evaluation</u> will be conducted on total value, and the contract will be awarded accordingly. The vendor who submits the lowest quoted price for shall be awarded the contract, after the evaluation of the technical compliance of the bids. • The financial evaluation will be evaluated without the GST. Financial evaluation will be conducted for all items. <p>Note: <i>The bidder must clearly specify the brand and provide detailed specifications of the product offered against the purchaser's</i></p>

	<i>requirements. Failure to mention complete details of the offered products shall result in rejection of the bid.</i>
20. Award of contract	<ul style="list-style-type: none"> • The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be administratively and technical compliant and has been determined as the lowest evaluated bid. • In the event that two bidders quote the same amount in their financial bids, the contract shall be awarded to the bidder having a higher annual average turnover during the last three financial years (2022–23, 2023–24, and 2024–25). If both bidders have the equal average annual turnover, the successful bidder shall be selected through a draw of lots.
21. Notification of award	<ul style="list-style-type: none"> • Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. • Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
22. Signing contract	<ul style="list-style-type: none"> • At the time as the Purchaser notifies the successful Bidder that his bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in this RFB Document, incorporating all agreements between the parties. • Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser. The contract will become effective only upon return of the signed Contract Agreement.
23. Recipient and delivery location of goods	<p>Recipient of goods: O/o MegLIFE, Shalom Building, 2nd Floor, Lower Lachumiere, Shillong- 793001 Meghalaya.</p>

Section III: Declaration of Undertaking

Declaration of Undertaking

To:

_____,
_____,

1. We hereby certify that neither we nor any of our board members or legal representatives under the Contract are in any of the following situations:
 - 1.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 1.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings.
 - 1.3) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 1.4) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes
 - 1.5) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

2. We hereby certify that we under the Contract are in any of the following situations of conflict of interest:
 - 2.1) being an affiliate controlled by the MBDA;
 - 2.2) having a business or family relationship with a MBDA's staff involved in the Tender Process or the supervision of the resulting Contract;
 - 2.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the MBDA;
 - 2.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the TIA;
 - 2.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

3. In the context of the Tender Process and performance of the corresponding Contract:

3.1) neither we nor any of the members of our firm/agency under the Contract have engaged or will engage in any Sanctionable Practice, or violate the Guidelines during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of: _____

Signature:

Dated:

Section IV: Form of Quotation

[The Bidder shall prepare his Bid Submission Form on a letterhead paper specifying the Bidder's complete name, address and communication details].

Date: _____

To: **Meghalaya Basin Development Authority (MBDA)**

Ref.: Procurement of _____

RFB No.: _____

We refer to your RFB No. ____ dated _____. We undertake to supply the goods as indicated in the attached Schedule of Technical Specifications and List of Goods and Price Schedule in accordance with the Request for Bid document for the contract price of _____ (amount in words and figures) in _____ (name of currency).

We confirm that the prices quoted in the List of Goods and Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

We undertake to complete the delivery of the above equipment to the Recipient within ____ days from the date of Contract Signature.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in the **Section II, Clause No. 3**

The validity period of our bid is: _____ days.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

We hereby confirm that this bid complies with the validity of the bid required by the documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Section V: Schedule of Requirements

1) Supply of Goods & warranty:

Each item of equipment to be supplied is described in **Section VII**: Schedule of Technical Specifications of Goods. The successful Supplier shall supply a copy of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment), wherever applicable.

Goods offered shall be new, unused and based on the manufacturer's current and most recent model

2) Recipient of Goods:

As stated in the Table at Clause No. 23 under Section II i.e., Instructions to Bidders

3) Delivery and Installation

All equipment shall be delivered to the destination specified under Sl. No. 2, under the full responsibility of the Supplier, within 30 days of contract signing or **in accordance with the delivery schedule provided by the Purchaser**. The supplier is responsible for the installation and instruction of the end-users pursuant to the instruction procedures of the manufacturers. The manuals must be delivered in English and for selected items in English language as indicated in the schedule of requirements.

4) Post-Sales Service:

Please provide details of any after-sales service that you offer, including technical support and maintenance

Section VI: Price Schedule of Goods

Name of the Bidder _____

					Date: [Insert]	
					RFB. No.: [Insert]	
					Page [Inserts] of [Insert]	
1	2	3	4	5	6	7
Sl No	Description of Goods*	Quantity (Nos.)	Unit Price (INR)	Total Cost (INR) 5=3 x 4	GST (INR) on the Total Cost	Total Price (inclusive of GST) 7=5+6

Name of Bidder:

Signature of Bidder

Date:

Note:

- i. *Description of goods to be provided along with the warranty*
- ii. *No additional cost will be borne by MBDA, apart from the amount stated in the financial bids submitted by the bidder.*
- iii. *All the prices should be inclusive of transportation and installation.*

Section VII: Schedule of Technical Specifications of Goods

Procurement of Equipment for UAV under MegLIFE					
RFB Number PLN/MBDA/24915/2026/NF/					
SI No	Item	Sub Item	Nos	Specifications	BIDDER HAS TO FILL UP THIS COLUMN WITH REQUIRED INFORMATION. Note: The bidder must clearly specify the brand and provide detailed specifications of the product offered against the purchaser's requirements. Failure to mention complete details of the offered products shall result in rejection of the bid.
1	DGPS System Set	Receiver	1	<ul style="list-style-type: none"> • MAIN : Identical interchangeable Base & Rover complete system including accessories like Antenna receiver, controller and cables etc. • BASE TYPE : ANTENNA AND RECEIVER BUILT IN SINGLE HOUSING WITH BLUETOOTH & WI-FI COMMUNICATION • TRACKING : GPS: L1C/A, L2C, L2E, L5 • GLONASS: L1C/A, L1P, L2C/A, L2P, L3 • SBAS: L1C/A, L5 (WAAS, EGNOS, GAGAN,MSAS, SDCM) • Galileo: E1, E5A, E5B, E5 AltBOC, E6 • BeiDou: B1C, B2A, B3I • QZSS: L1C/A, L1-S, L1C, L2C, L5,L6 • NavIC (IRNSS): L5 • NO OF CHANNELS: 672 or better 	

			<ul style="list-style-type: none"> • MODES: Static, Rapid Static kinematic, Real Time Kinematic, Satellite Correction • ACCURACY STATIC PERFORMANCE HORIZONTAL 3mm+0.1ppm VERTICAL 3.5mm+0.4ppm • KINEMATIC & RTK PERFORMANCE Horizontal Accuracy Vertical Accuracy 8mm + 1 ppm 15mm + 1 ppm • NETWORK RTK Horizontal Accuracy 8mm + 0.5 ppm Vertical Accuracy 15mm + 0.5 ppm • CODE DIFFERENTIAL GNSS POSITIONING Horizontal 0.25 m + 1 ppm Vertical 0.50 m + 1 ppm • SATELLITE REAL TIME CORRECTION SERVICES Horizontal Accuracy 2cm Vertical Accuracy 5cm • Time to RTK initialization : Less than 8 sec • Initialization Reliability: typically, >99.9% • TILT COMPENSATOR (BASE & ROVER) : Inbuilt electronic level bubble and tilt compensation. • LED STATUS INDICATOR :Satellite, transmission, Storage & Wi-Fi etc. • Data Storage Medium : Internal Storage 9 GB or Better • COMMUNICATIONS Serial: serial (7-pin Lemo) • Radio Modem for receive/transmit : 1W or better support of External radio protocol Cellular GSM/GPRS. Wi-Fi • POWER Battery for continuous data logging : at least 5 hours/each • POWER CONSUMPTION : Not more than 4.2 watts • WEIGHT : Receiver with battery weight should be less than <1.5 kg • UPDATE RATE : 20Hz 	
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			<ul style="list-style-type: none"> • OPERATIONAL TEMPERATURE : -40o C to +65o C • STORAGE TEMPERATURE : - 40o C to +75o C • DUST & WATER PROTECTION : IP 67 or better • SHOCK/DROP : 2m or more • HUMIDITY : 100%, condensing 	
	Rover	2	<ul style="list-style-type: none"> • MAIN : Identical interchangeable Base & Rover complete system including accessories like Antenna receiver, controller and cables etc. • ROVER TYPE : ANTENNA AND RECEIVER BUILT IN SINGLE HOUSING WITH BLUETOOTH & WI-FI COMMUNICATION • TRACKING : GPS: L1C/A, L2C, L2E, L5 • GLONASS: L1C/A, L1P, L2C/A, L2P, L3 • SBAS: L1C/A, L5 (WAAS, EGNOS, GAGAN,MSAS, SDCM) • Galileo: E1, E5A, E5B, E5 AltBOC, E6 • BeiDou: B1C, B2A, B3I • QZSS: L1C/A, L1-S, L1C, L2C, L5,L6 • NavIC (IRNSS): L5 • NO OF CHANNELS: 672 or better • MODES: Static, Rapid Static kinematic, Real Time Kinematic, Satellite Correction • ACCURACY STATIC PERFORMANCE HORIZONTAL 3mm+0.1ppm VERTICAL 3.5mm+0.4ppm • KINEMATIC & RTK PERFORMANCE Horizontal Accuracy Vertical Accuracy 8mm + 1 ppm 15mm + 1 ppm • NETWORK RTK Horizontal Accuracy 8mm + 0.5 ppm Vertical Accuracy 15mm + 0.5 ppm • CODE DIFFERENTIAL GNSS POSITIONING 	

			<p>Horizontal 0.25 m + 1 ppm Vertical 0.50 m + 1 ppm</p> <ul style="list-style-type: none"> • SATELLITE REAL TIME CORRECTION SERVICES Horizontal Accuracy 2cm Vertical Accuracy 5cm • Time to RTK initialization : Less than 8 sec • Initialization Reliability: typically, >99.9% • TILT COMPENSATOR (BASE & ROVER) : Inbuilt electronic level bubble and tilt compensation. • LED STATUS INDICATOR : Satellite, transmission, Storage & Wi-Fi etc. • Data Storage Medium : Internal Storage 9 GB or Better • COMMUNICATIONS Serial: serial (7-pin Lemo) • Radio Modem for receive/transmit : 1W or better support of External radio protocol Cellular GSM/GPRS. Wi-Fi • POWER Battery for continuous data logging : at least 5 hours/each • POWER CONSUMPTION : Not more than 4.2 watts • WEIGHT : Receiver with battery weight should be less than <1.5 kg • UPDATE RATE : 20Hz • OPERATIONAL TEMPERATURE: -40o C to +65o C • STORAGE TEMPERATURE : - 40o C to +75o C • DUST & WATER PROTECTION : IP 67 or better • SHOCK/DROP : 2m or more • HUMIDITY : 100%, condensing 		
		Controller	2	<ul style="list-style-type: none"> • TYPE : Scratch-resistant, touch-screen display, highly readable in both low light and glaring sunshine. • OPERATING SYSTEM : Android 14 or better 	

			<ul style="list-style-type: none"> •PROCESSOR : QUALCOMM Processor or Better •WEIGHT : Not more than 1.0 Kg •CAMERA & GPS : 13 MP or more resolution with autofocus and LED Flash Inbuilt GPS with Geo- tagging Facility. •DISPLAY : 5 "VGA Landscape Display LCD TFT, sunlight readable, back lite LED, •GRAPHICAL DISPLAY : Controller should be capable of creating complete points, lines in the field which will be displayed •KEYBOARD :Full QWERTY key pad Hard with Numeric keyboard for numbering & function short Keys •MEMORY : RAM 8 GB or more, Internal memory 128 GB or more, External through SD card •BATTERY : More than 10-15 hours on operation condition on a single charge •OPERATION : -30oC to +60oC or better •STORAGE : -30 C to +70 C or better •COMMUNICATION & FEATURE: Type C Port Integrated quad-band GSM/GPRS/EDGE Integrated Bluetooth integrated Wi-Fi 13 MP auto focus camera with dual white light LED flash, LED flashlight function integrated compass with geotagged images Integrated accelerometer SBAS support •DUST & WATER PROTECTION : IP68 water proof and dust proof •DROP : 1 m or better 	
	Field Software	2	<ul style="list-style-type: none"> •SHOULD HAVE FOLLOWING FUNCTIONS : - The software should be able to log data for all the signals tracked & Static, Fast Static, RTK. Automatic survey (by distance, by time, stop & go) Satellite view status (quality, position, sky view, satellites list, base info, PDOP, HDOP) , Line, polygon, area calculation , National 	

			<p>grids, System settings (units, precision, parameters, etc.)</p> <ul style="list-style-type: none"> - The Software should allow configurable survey style for Static, PPK, RTK & Integrated /Smart/Combine Survey with TS and GNSS etc. - Should be able to store GNSS data collected by the RTK system - Should have datum and projection support, - Should support Grid coordinates. - Should support Feature Coding with attributes for GIS data collection. Control Coding should be possible for automatic plot creation. - The Software should have color graphical support to visualize work while working Stake Out - Should support Graphical stakeout, not only for points but for Lines as well. - Should be able perform Real Time Quality Control for stake out positions - Should be able to accept background maps - JPEG/TIFF,DXF/DWG Export to industry standard formats like CSV,DXF,KML etc - Should support COGO functionality, Should be able to key in Lines, Sub-divide lines and creating parallel lines for staking out purpose. <p>Calculation of transformation parameters from point list.</p> <p>•Data formats input and outputs:</p> <ul style="list-style-type: none"> •CMR: CMR+, CMRx input and outputs •RTCM: RTCM 2.1, RTCM 2.3, RTCM 3.0, RTCM 3.1 •NMEA outputs, <p>•ELLIPSOIDS : All common ellipsoids, User definable ellipsoids</p> <p>•MAP PROJECTIONS : Mercator, Transverse Meracator, User definable UTM and country specific Oblique Mercator, Lambert (1 and 2 standard parallels) Soldner Cassini, Polar Stereographic, Double Stereographic, RSO, other country specific projection</p> <p>•GEOIDAL MODEL : Upload Geoidal model to system</p> <p>•GRAPHICS : Graphical representation of points, lines and areas application result plots</p>	
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				<p>•ICONS : Icons indicating the current status of measure modes, settings, battery etc. It should be possible to configure or see status of the iconed devices by touching on the screen</p> <p>•CONFIGURATION SETS : Ability to store and transfer all instrument and application configuration settings for different operators, survey tasks etc.</p> <p>•FREE CODING : Recording codes with optional attributes in between of measurements</p> <p>•THEMATICAL CODING : Manual code entry or selection from a user defined coding point.lines and areas with optional attributes when measuring Manual code entry or selection from a user defined</p> <p>•QUICK CODING : Recording a measurement with a point code or free code by entering numerical quick code from user defined code list</p> <p>•AVERAGING : Averaging of multiple points within user defined</p> <p>•ON BOAR-D PROGRAMMES : Surveying, Staking, COGO, Area, Two-point distance, Hidden point measurements.</p> <p>•ON BOARD APPLICATION : Controller should have software to work in both GPS and TPS mode and should support survey data collection, job creation, Graphical stakeout, Map screen with zoom in</p> <p>•DATA SHARING : Share and transfer coordinates of the measured points & field and Office Processing Software always connected at the end of the survey.</p> <p>•Warranty: 1 year</p>	
		Office Software	1	<p>•PLATFORM : Inbuilt CAD Platform Calculate distance & Angle between points, Line Joining, polygon, text, circle, etc the software should be a combined software capable of handling the GPS, TPS and Digital level data.</p> <p>•IMPORT : Should be able to import Raw data from all GNSS constellations (GPS, Galileo, BEIDOU, and GLONASS) receiver as well as RINEX data. Also should</p>	

				<p>be able to import raw data as well as precise ephemeris data via internet IGS data from net. Capable of Exporting the data in RINEX format as well in CAD Format</p> <ul style="list-style-type: none"> •EXPORT : Capable of Exporting the data in RINEX format as well as capable of transferring the maps directly to CAD with the code lists enabling the code to be attached without manual editing. •Baseline Processing : Should be capable of processing all imported raw data for L1/L2/L5 Individually and combined. •REPORTING : Software should be capable of generating HTML Style reports directly for the surveyed data •PROCESSING OPTIONS : Capable of Processing the Raw static data of GPS and GLONASS for both manually and Automatically •DATUM TRANSFORMATION : Capable of transferring the data from one datum to another for given set of common points with or without the knowledge of datum •ADJUSTMENT : Capable of performing 3D adjustments for the surveyed area of GPS networks. •OPERATING SYSTEM : Designed to run on windows 10 operating system or latest. •DATUM CONVERSION : Facility to compute parameters for datum conversion •COGO CALCULATION : Software should be capable of computing the coordinates of unknown points using reference points and coordinates •IMAGE REFERENCING : Software should have an image referencing module and the surveyed data should be imported directly on the back ground of Raster image •IMPORT RTK DATA : Should be able to handle RTK data and be able to Process RTK data •SURFACE & CONTORING : The software should be a capable of Surface Modelling, 3D visualization and quick contouring. 	
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				<p>•Warranty: 1 year</p>	
2	High Accuracy GPS		2	<p>•System Specification</p> <ul style="list-style-type: none"> - Android 12.0 Operating System or better - 2.2 G Hz Qualcomm Processor or better - 64 GB non-volatile Flash data storage - 4 GB SD RAM - Micro SD (micro SDHC compatible) memory card slot handled - 5000 MAH Internal Battery or better - 13 MP camera with Image Geo-tagging Facility with 5 MP Front Camera - 6" Multi touch Captivate screen with Gorilla Glass Protection - Internally rechargeable Li-Ion Battery. - Integrated speaker, microphone and audio Jack - SBAS supports <p>•ENVIRONMENTAL</p> <ul style="list-style-type: none"> - Temperature Operating –20 °C to +55 °C (–4 °F to +131 °F) - Storage –40 °C to +70 °C without battery (–40 °F to +158° F) - Humidity 95% non-condensing - Water & Dust proof IP67 - Free drop 1.2 m on concrete - Battery Life: 9 hrs. or better - GNSS - Internal antenna: GPS, GLONASS, Galileo - Integrated real-time SBAS - The built-in GNSS receiver provides spatial GIS data with less than 2.5 m positioning accuracy in real-time, and supports GPS, GLONASS, GALILEO constellations. Plus, it takes advantage of SBAS augmentation. <p>•STANDARD ACCESSORIES:</p> <ul style="list-style-type: none"> • Screen protectors (x2) • A/C charger • USB cable • Field License <p>•Warranty: 1 year</p>	

Section VIII: Conditions of Contract

- 1. Definitions**
- 1.1 In this contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
 - b) "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
 - c) "The Goods" means Equipment and related Accessories and spare-parts which the Supplier is required to supply to the Purchaser under the contract;
 - d) "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
 - e) "The Purchaser" means the organization purchasing the goods;
 - f) "The Supplier" means the individual or firm supplying the goods and services under this contract.
- 2. Technical Specification**
- 2.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specification.
- 3. Patent Right**
- 3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.
- 4. Inspection and Tests**
- 4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to Purchaser's premises.
- 4.2 Should any inspected goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free to the Purchaser.
- 5. Packing**
- 5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.
- 5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 5.3 Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

5.4 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

6. Delivery of Goods

6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its schedule of requirements.

All Goods and Related Services to be supplied under the Contract in accordance with the provisions of the Request for Bid.

For the purpose of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance. The term “origin” means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7. Insurance

7.1 The goods supplied under the contract shall be fully insured in the currency of the bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

7.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the Beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

8. Warranty

8.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.

8.2 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

8.3 The following time limit for warranty shall apply:

Standard Warranty: Transfer of the manufacturer’s normal warranty conditions and time (usually 6 months to 2 years) on materials, tools and simple machinery to the Purchaser, and representation of the Purchaser is case of warranty claims.

8.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

8.5 Upon receipt of such notice, the Supplier shall, within 30 days replace the defective goods without cost to the Purchaser. The Supplier will be required to remove, at its own risk and cost, the defective goods.

- 9. Payment**
- 9.1 Payment for goods supplied from within 30 days shall be made in Indian Rupees into the bank accounts of the selected supplier after the delivery, installation and commissioning of goods to the satisfaction of the Purchaser.
- 9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by the invoice describing, as appropriate, the Goods delivered and by the shipping documents and, upon fulfilment of other obligations stipulated in the Contract.
- 9.3 Payment shall be made promptly by the Purchaser within thirty (30) days of submission of an invoice/claim by the Supplier.
- 10. Prices**
- 10.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.
- 11. Liquidated Damages**
- 11.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1.0 percent of the contract price of delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
- 12. Resolution of Disputes**
- 12.1 The Purchaser and Supplier 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.
- 12.2 If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been unable to resolve amicably a contract dispute, it shall be referred by either party to an adjudicator agreed by the parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Laws and Rules of India.
- 13. Language**
- 13.1 The Governing Language of this contract shall be English.
- 14. Applicable Law**
- 14.1 The applicable law shall be the Law of India.
- 15. Taxes and Duties**
- 15.1 The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the Government of Meghalaya.
- 15.2 All taxes, duties, license fees and other such levies are to be listed **separately** on the invoices.

16. Fraud and Corruption

- 16.1 Employer as well as Bidders and Contractors shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
- 16.2 In pursuance of this requirement, the Employer shall:
- a) exclude the Bidder from participation in the procurement proceedings concerned or reject a quotation/bid for award; if it, at any time, determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.
- 16.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Employer, it shall, in the first place, allow the Bidder to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Employer related to matters of alleged fraud or corruption shall be in writing.
- 16.4 MBDA defines, for the purposes of this provision, the terms set forth below as follows:
- a) **“Corrupt Practice”** means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
 - b) **“Fraudulent Practice”** means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
 - c) **“Collusive Practice”** means a scheme or arrangement among two or more Bidders, without the knowledge of the Purchaser (prior to or after Bid submission), designed to establish Bid prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
 - d) **“Coercive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
 - e) **“Obstructive Practice”** is
 - 1) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false

statements to investigators in order to materially impede the Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

2) acts intended to materially impede the exercise of the Government's inspection and audit rights.

16.5 MBDA requires that its personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

17. Force Majeure

17.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Termination

18.1 Termination for Default

a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract

(ii) If the Supplier fails to perform any other obligation under the Contract

(iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption.

b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 18.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the

Supplier shall continue performance of the Contract to the extent not terminated.

18.2 Termination for Insolvency

- a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

Section IX: Contract Form

THIS AGREEMENT made the _____ day of _____ 2025 between MegLIFE, Meghalaya Basin Development Authority (MBDA) (hereinafter called “the Purchaser”) of the one part and _____ (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz.,

Procurement of _____ under MegLIFE

RFB No.: _____

and has accepted a bid by the Supplier for the supply of those goods in the sum of _____ (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Quotation Form and the Price Schedule submitted by the Supplier;
 - b) The Schedule of Requirements;
 - c) The Technical Specifications;
 - d) The Conditions of Contract; and
 - e) The Purchaser’s Notification of Award.
 - f) Signed Declaration of Undertaking
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

FORM 1

Model Bank Guarantee Format for EMD

Whereas..... (Hereinafter called the “tenderer”) has submitted their offer dated.....for the supply of(Hereinafter called the “tender”)Against the purchaser’s tender enquiry No.....KNOW ALL MEN by these presents that WE..... of..... having our registered office at are bound unto(hereinafter called the “Purchaser”)

In the Sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract. b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including ____ days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

FORM 2

MODEL PERFORMANCE GUARANTEE FORMAT

Ref Bank Guarantee No.....
Date.....

To

[Complete address of the Procuring Entity]

Whereas M/s _____ with its Registered/ Head Office at _____ (name and address of the Firm/Agency, hereinafter called "the Firm/Agency", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of Contract No. _____ dated _____ to delivery (description of services) (hereinafter called "the contract").

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the Firm/Agency shall furnish you with a bank guarantee by a commercial bank for the sum specified therein as security for compliance with its obligations as per the contract; And whereas we _____ with our Head Office at _____ (name and address of the Bank, hereinafter referred to as the "Bank", which expression shall, unless repugnant to the agreed to give the Consultant such a bank guarantee. Of Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf the Firm/Agency, up to a total of _____ (amount of the guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Firm/Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as have agreed to give the Consultant such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total amount of _____, and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of the guarantee as aforesaid, without your needing to prove or show grounds or reasons for your demand, notwithstanding any difference between you and the Consultant or any dispute pending before any court, tribunal, arbitrator, or any other authority.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable until it is discharged by you.

This guarantee will not be discharged due to a change in the constitution of the Bank or the Consultant.

We further agree that no change or addition to or other modification of the terms of the contract or of any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the ____ day of _____, 20__.

Our branch at _____ (Name & Address of the Branch) is liable to pay the guaranteed amount depending on the filing of a claim under this Bank Guarantee only if you serve upon us at our branch a written claim or demand on or before _____, failing which the Bank shall be discharged of all liabilities under this guarantee.

(Signature of the Authorized Officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch