

**MEGHALAYA BASIN DEVELOPMENT AUTHORITY  
(MBDA)**

**Shillong, East Khasi Hills, Meghalaya- 793001**



**REQUEST FOR EMPANELMENT (RFE)  
AGENCY FOR SUPPLY OF TECHNICAL MANPOWER FOR  
MEGHALAYA BASIN DEVELOPMENT AUTHORITY**

**RFE No: MBDA/2023/34**

**Dated: 7 March 2023**

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## 1 Purpose

The Meghalaya Basin Development Authority (MBDA) is a Society registered under the Societies Registration Act 1860, headed by the Chief Secretary, Government of Meghalaya. MBDA/MBMA invites Request for Empanelment (RFE) from agencies for the supply of Technical Manpower in the field of:

- i. Videographer and Video Editor
- ii. Graphic Designer/ Animator/Illustrator
- iii. Translator
- iv. Voice Over Artists
- v. Anchor/s
- vi. Other Technical Manpower Resources

Agencies will be initially empanelled for a period of one (1) year to help MBDA/MBMA in the various activities in the project such as video & photo production work, voice over work, graphic designing and other related works as required by the project. Agencies will be short listed based on the information provided by them. The agencies who qualify the eligibility criteria will be evaluated for technical criteria.

MBDA reserves the right to reject any or all of the responses to this RFE without assigning any reason

- i. MBDA takes no responsibility for delay, loss or non-receipt of response to RFE
- ii. MBDA intends to empanel agencies for the supply of Technical Manpower
- iii. The RFE document is available at <https://mbda.gov.in>

## 2 Important Dates

Sl. No.	Particular	Details
1.	Publishing of RFE	7 March 2023
2.	Submission of pre-bid written queries (e-mail only) to <a href="mailto:mbdaprocurement@gmail.com">mbdaprocurement@gmail.com</a>	17 March 2023 Before 16:00 IST
3.	Pre-Bid Conference -  O/o of The Additional Project Director, MBMA MegLIFE office, 2nd Floor, Shalom Building Lower Laichumere, Shillong - 793001 Landmark: Behind Golds Gym  The bidders may also join through a virtual meeting. The interested bidders mail to <a href="mailto:mbdaprocurement@gmail.com">mbdaprocurement@gmail.com</a>	20 March 2023 At 11:30 IST
4.	Publication of pre-bid clarifications and issue of Corrigendum/ Addendum (if any)	22 March 2023
5.	Last date and time for RFE Submission	3 April 2023 15:00 IST
6.	Bid opening Date & Time	3 April 2023 15:30 IST
7.	Date for Shortlisted agencies based on eligibility criteria	To be published on website

## 3 Background

MBDA/MBMA through its several projects aims to engaged technical resources for various activities in the execution of the project. In this regard, to ease the workload and streamline various processes, hence this empanelment is required.

#### **4 Scope of Work**

MBDA/MBMA require the empanelment of technical resources in the organization for its various activities in the project.

Following resources are required:

##### **I. Videographer and Video Editor**

- i. 5 Years of Work Experience
- ii. Portfolio of recent works
- iii. Ability to create industry standard content and be able to use up to date equipment

##### **Responsibilities:**

- i. Create visual content
- ii. Must be able to work in tight deadlines
- iii. Ability to effectively lead interviews to get the required responses
- iv. Ability to get complementary visuals for the interviews and create compelling narratives
- v. Willing to Travel
- vi. Intermediate level of understanding of Visual Effects for creations of infographics

##### **Tentative Scope of Work:**

- i. As and when a project is initiated
- ii. Pre-Production along with the MBDA/MBMA team
- iii. Production to be handled by own
- iv. Post Production to be handled by own
- v. Scope for two post production changes before final delivery
- vi. Timeline for creation and delivery of content within one week from intimation of work order
- vii. Added incentive if the team is able to do live stream of events when required
- viii. Able to work in Premiere Pro/FCP/Da Vinci for Editing or equivalent software's
- ix. Able to work on After Effects for Visual Effects or equivalent software's
- x. Able to work on Photoshop and Illustrator for graphic assets or equivalent software's
- xi. Handing over of raw footages and project files at the end of each project
- xii. Handing over of royalty free music or license of music used in the video

##### **II. Graphic Designer/Animator/Illustrator**

- i. 5 years of Work Experience
- ii. Portfolio of recent works
- iii. Ability to create industry standard content and be able to use up to date equipment
- iv. Ability to visualize abstract concepts, Experience with storyboarding, Concept & layout design, Visual storytelling, Familiarity with a range of

animation and design software's & techniques, Syncing visual and sound elements

- v. Degree/Diploma in Animation, Art, Design or Communication

**Responsibilities:**

- i. Must be able to work in tight deadlines
- ii. Ability to build on inputs given from the MBDA/MBMA team
- iii. Intermediate level of understanding of Visual Effects for creations of infographics
- iv. Must be able to create photo books, books, posters, logos, standees and other print materials

**Tentative Scope of Work:**

- i. As and when a project is initiated
- ii. Pre-Production along with the MBDA/MBMA team
- iii. Production to be handled by own
- iv. Scope for two post production changes before final delivery
- v. Timeline for creation and delivery of content within one week from intimation of work order
- vi. Scope for creating various styles of animation best suited to the subject matter -Hand drawn style animation, Motion graphics, Cartoon animation, Comic book style animation, explainer videos, After effects- audio visuals.
- vii. Scope for shooting and incorporating live action with animation
- viii. Create visual content in photoshop, InDesign, after effects and illustrator or equivalent software's for creation
- ix. Handing over of raw photoshop assets and project files used in the creation of posters, banners, logos and other print materials at the end of each project

**III. Translator**

- i. 5 Years of Work Experience
- ii. Portfolio of recent works
- iii. Ability to translate from English to Khasi/Garo/Pnar/Hindi and vice versa in a manner so as to effectively communicate the information in simple language, without altering the meaning of the information

**Responsibilities:**

Translation of video interviews/text/document from English to Khasi/Garo/Hindi/Pnar and vice versa

**Tentative Scope of Work:**

- i. As and when a project is initiated and assigned
- ii. Scope for two post production changes before final delivery
- iii. Timeline of project completion would range from 3 days to one week from the date of assignment

**IV. Voice Over Artists**

- i. 5 Years of Work Experience
- ii. Portfolio of recent works
- iii. Ability to record, edit and mix their own voice recordings

**Tentative Scope of Work:**

- i. As and when a project is initiated
- ii. Pre-Production along with the MBDA/MBMA team
- iii. Production to be handled by own
- iv. Post Production to be handled by own
- v. Scope for two post production changes before final delivery
- vi. Timeline for creation and delivery of content within one week from intimation of work order

**V. Anchor/s**

- i. 5 Years of Work Experience
- ii. Portfolio of recent works
- iii. Tentative Scope of Work:
- iv. Anchoring of programs of MBDA/MBMA

**VI. Other Technical resource with expertise in various domains**

**5 Eligibility Criteria**

Sr	Criteria	Documents to be submitted
1.	The RFE can be responded to only by registered business entities in India	Copy of Certificate of Registration/ Documents
2.	The Bidder must be registered under Income Tax, PAN/GST and/or any other statutory authority required for this purpose	Copy of PAN/GST or/and details of other statutory authority
3.	The average annual turnover during last three financial years (2019-20 & 2020-21 & 2021-22) should not be less than INR 10 Lakh	Copy of balance sheet with Certificate from Statutory Auditor citing the revenue/ turnover from similar business for last 3 Financial Years. In case, the financial accounts are not audited, then bidder must declare that & submit the provisional statements signed by Statutory Auditor/ CA <b>[Format in Form 5 in Annexure I]</b>
4.	Must have completed projects of similar nature of work in Government Department (State/ Central)/ PSUs/NGO/ Private sector in the last 7 years	Copy of Work Order and a list of agencies with whom the agency has worked in last seven years. <b>[Please see Form 6 in Annexure I]</b>
5.	The agency must have at least one Videographer and Video Editor, Graphic Designer/ Animator/Illustrator, Translator, Voice Over Artists, Anchor/s. The list of employees working in the organization should be shared	As per Form 7 in Annexure I

6.	The bidder must not have been blacklisted/ debarred/ suspended/ banned by any Department of State or Central Governments/ PSUs / NGO/ Private sector	Self- certified letter attested by the authorized signatory
7.	The agency should have an office setup in Shillong	Documentary proof of the address/registration

## 6 Evaluation and Empanelment Procedure

In order to empanel agencies, MBDA will constitute an Evaluation Committee to evaluate the proposals submitted by agencies. During evaluation of proposals, MBDA, may, at its discretion, ask the agencies for clarification on their applications. The process for empanelment is as given below.

### 6.1 Evaluation process

Scrutiny of eligibility criteria mentioned in this RFE will be done by the Evaluation Committee to determine whether the documents have been properly signed and stamped, qualification criteria fulfilled and all relevant papers submitted are in order as per RFE. The Evaluation Committee can seek additional information from the agencies, if needed. The response to the RFE not conforming to requirements, financial turnover requirement, office location and past work record will be rejected.

### 6.2 Evaluation based Eligibility

First the Eligibility Proposal Documents will be reviewed/evaluated and only those bidders who qualify the minimum requirements specified in the RFE, will be eligible for further evaluation. All the supporting documents/documentary evidence must be attached as per specifications done in eligibility criteria

### 6.3 Evaluation Criteria

- i. MBDA shall evaluate the responses of the agencies to this RFE and scrutinize the supporting documents/documentary evidence as per standard formats. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection
- ii. The decision of MBDA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with MBDA and it may ask for meetings with the bidders or may issue in writing/email to seek clarifications or conformation on their proposals
- iii. During the Proposal Evaluation, MBDA reserves the right to reject any or all the proposals. Each of the proposals shall be evaluated as per the criteria and requirements specified in this RFE. The Evaluation Committee (EC) constituted by MBDA shall evaluate the responses to the RFE and all supporting documents & documentary evidence as mentioned in this section of the RFE
- iv. MBDA reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification, Technical Evaluation criteria and the requisite support must be provided by the bidder



#### 6.4 Technical Evaluation

The technical evaluation will be done on the basis of documents submitted and technical presentation by the agency. The agency is expected to submit both hard and soft copies of the documents. Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated.

The qualifying score will be 70 marks out of 100. The agencies who qualify in the technical evaluation will be ranked on the basis of merit and will be selected for empanelment.

Sl. No.	Type	Max. Marks
1	Empaneled with Govt. Department/ Ministry (State/ Central)/PSU/Private Institutions	5
2	Average Turnover during the last three financial year 10- 30 lakh = <b>10 marks</b> 31- 50 lakh = <b>12 marks</b> More than 50 lakh = <b>15 marks</b>	15
3	Work Experience with Govt. organizations/ PSUs/ Autonomous bodies/ Private Sector/ others in last 7 years (attach work order/completion certificate) with minimum 2 work order.  Categories your work order FY wise (Ref Form 6) Work order value Above 3 to 5 lakh ( <b>6 marks each</b> ) Work order value 1 to 2 lakh ( <b>3 marks each</b> ) Work order value up to 1 lakh ( <b>2 marks each</b> )	30
4	Specimen of similar work executed in the past 7 years in the field of Videographer and Video Editor, Graphic Designer/ Animator/Illustrator, Translator, Voice Over Artists, Anchor/s.  6 marks for each sample work of the expert	30
5	Presentation by the Agency: Company Profile, Team Members with experience, work experience with organization	20
	<b>Total</b>	<b>100</b>

### 7 Pre-Bid Clarifications

#### 7.1 Bidders Queries

- The Bidders will have to ensure that their queries are submitted by 17 March 2023 Before 16:00 IST
- It may kindly be noted that no bid-query will be received through phone call. All queries must be submitted in writing through e-mail only at the specified e-mail ID ([mbdaprocurement@gmail.com](mailto:mbdaprocurement@gmail.com))
- All the queries should necessarily be submitted in the following format in Excel:

Sl. No.	RFE Document Reference(s)			Query by bidder
	Page No.	Section No.	Section Name	

1.				
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- iv. Bidders must adhere to the above template while submitting their queries
- v. Any requests for clarifications after the indicated date/time may not be entertained

## 7.2 Clarification to Pre-Bid Queries/Issue of Corrigendum

- i. Clarification to the queries received will be published at <https://mbda.gov.in> as per the timeline specified. However, MBDA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MBDA undertake to answer all the queries that have been posed by the bidders.
- ii. At any time prior to the last date for receipt of bids, MBDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFE Document by a Corrigendum/Addendum
- iii. Any corrigendum(s)/addendum(s) published/issued shall be deemed to be incorporated into this RFE
- iv. In order to give prospective Bidders reasonable time to take the corrigendum/addendum into account in preparing their bids, MBDA may, at its discretion, extend the last date for the submission of Proposals

## 7.3 Publication/ Announcement of RFE Document

The RFE document and any further communication regarding this tender will be published on <https://mbda.gov.in>

### **Earnest Money Deposit (EMD) -Bid Security**

- i. All the Bidders shall submit “Bid Security Declaration” as EMD -refer Format at Form 3 in Annexure I
- ii. Bids submitted without the “Bid Security Declaration”, or any other format will be liable for rejection without providing any opportunity to the bidder concerned
- iii. Bid Security Declaration must remain valid for at least 45 days beyond the final bid validity period and the validity of the Bid Security Declaration should be extended in the event the last date of bid validity is extended
- iv. Bid Security Declaration of all unsuccessful bidders would go void from the final selection processes completed

## 7.4 Late Bids

All Bidders are required to submit their bids (complete in all respects) within the time and date as specifications given in the RFE. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered. MBDA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subjects will be entertained. MBDA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments

### 7.5 Tender Validity

The bids submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender

## 8 Submission of Bid

- i. Proposal must be submitted at the following address:  
**O/o of the Executive Director, MBDA**  
**MegLIFE office, 2nd Floor, Shalom Building**  
**Lower Laichumere, Shillong – 793001**  
**Landmark: Behind Golds Gym**
- ii. The sealed envelope should reach the above-mentioned office by 3 April 2023 before 15.00 hours
- iii. The proposal must be submitted in one big sealed envelope marked as
- iv. “Application for the Empanelment of Agency for supply of Technical Manpower for MBDA/MBMA” which is completely sealed
- v. The name and contact details of the firm should be indicated on the envelope. All documents must be properly marked and the proposal should be signed on every page
- vi. The tender should be filled by the bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the tender, the English translation shall govern
- vii. MBDA reserves the right to reject any or all of the responses to this RFE without assigning any reason. MBDA takes no responsibility for delay, loss or non-receipt of response to RFE

## 9 General Instructions to the Bidders

### 9.1 Right to Terminate the Process

- i. MBDA may terminate the RFE process at any time and without assigning any reason. MBDA makes no commitments, express or implied, that this process will result in a business transaction with anyone
- ii. This RFE does not constitute an offer by MBDA

### 9.2 Allocation of Work

- i. Mere empanelment with MBDA does not guarantee allocation of work. For every work requirement, MBDA will circulate a Scope of Work (SOW) to its empanelled agencies. The scope of work is a brief list of activities to be undertaken by the empanelled agencies depending on requirement of MBDA and events pertaining to its various requirements
- ii. MBDA will ask the empanelled agencies to submit their quotation based on the SOW. MBDA may select a single or multiple agency(ies) depending on the type of work. The allocation of work will be based on financial quote lowest rate (L1) as quoted by the agency. It is expected that all agencies will participate in every bidding process. If an agency fails to participate in three consecutive bids, the empanelment shall be liable to be rejected
- iii. MBDA reserves the right to award the work to any of the empanelled agencies, based on the merit of their credentials and financial quote for a

particular selected item. The Evaluation Committee will be the final authority for selection of work

- iv. The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the empanelment. The qualified agency shall carry out work and its obligations with due diligence, efficiency and economy, ensure in accordance with generally accepted norms, techniques and practices used in the industry. Non acceptance of the work order shall result in forfeiture of Performance Guarantee and may also make the agency liable for being blacklisted by the MBDA
- v. MBDA shall issue a work order in parts depending on the quantum of work. No variation or modification of the term of the Work Order shall be made after acceptance of Work Order by the agency
- vi. Allocation of work shall be at the sole discretion of MBDA and the decision shall be final and binding to all agencies. All expected deliverables shall be submitted to MBDA within as per timeline after issuance of Work Order

### 9.3 Quality and Deliverable timelines

- i. Delivery should be strictly time-bound which will be define in the SOW and Work Order. In case the bidder fails to comply within the stipulated time mentioned in the work order, liquidated damages as per the terms & conditions will be charged
- ii. MBDA may ask the empanelled agency at any point of time to work on urgent activities at very short notice depending on requirement of work. The empanelled agency(ies) must be available as and when required by MBDA
- iii. As per the time schedule agreed between the parties for specific projects given to the empanelled agency(ies), the agency(ies) shall submit all the deliverables on due date as per the delivery schedule. The agency(ies) shall not disclose the contract, drawings, specifications, plan, pattern without the MBDA's prior written consent. In case of termination of the contract, all the documents used by the agency(ies) in the execution of project shall become property of MBDA

### 9.4 Completeness of Response

- i. Bidders are advised to study all instructions, forms, requirements, appendices and other information in this RFE document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFE document with full understanding of its implications
- ii. Failure to comply with the requirements of this RFE may render the proposals submitted by Bidders as non-compliant and the Proposals may be rejected. Bidders must:
  - a) Comply with all requirements as set out within this RFE
  - b) Submit the forms as specified in this RFE and respond to each element in the order as set out in this RFE
  - c) Include all the supporting documentations specified in this RFE

### 9.5 Change Orders

MBDA may at any time, before completion of work under project awarded to empanelled agency, change the work content by increasing/reducing the quantities by 20% as mentioned in the work order for execution of the project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the agency will have to perform the work in the increased/decreased quantity on pro-rata basis within the stipulated time

### 9.6 Right to Terminate the Process

MBDA may terminate the RFE process at any time and without assigning any reason. MBDA makes no commitments expressed or implied that this process will result in a business transaction with anyone

### 9.7 Penalties

- i. In case of delay in execution of the assigned work by the empanelled agency(ies) as mentioned in the scope of work, MBDA may impose a penalty of 1% of the work order value as deliverables, maximum of 10% which may be imposed by MBDA. However, If the delay is beyond the terms and conditions defined in the deliverables, MBDA may cancel the work order and may forfeit the Performance Guarantee
- ii. If any of the services performed by the agencies fail to conform to the specifications of the assigned work order or in the event of failure of the execution of work due to indifferent (such as inadequate interactions with MBDA), negligent (such as quality of deliverables not up to the mark), non-supportive attitude ( such as non-engagement of adequate resources in the prescribed time frame) of the Agencies and MBDA decides to abort the empanelment because of such failure, then a sum up to 50% of the value of the work order shall be recovered from the agencies Performance Guarantee

### 9.8 Payment Schedule

- i. The Competent Authority of MBDA will certify that the job is completed and satisfactorily and as per the work order and deliverables schedule. The payment will be made within one month after the receipt of the invoice/bill after due verification of the invoice & other supporting documents.
- ii. The Tax Deduction at Source (TDS) shall be made as per the provisions of Income Tax/GST Acts and Rules, as amended from time to time and a certificate to this effect shall be provided to the selected/empanelled bidder(s)
- iii. No Payment shall be made in advance to neither the selected Bidder nor any loan from any bank or financial institution be recommended on the basis of work award
- iv. Advance payment to specific work may be given as per the terms and conditions of the Work Order/Contract

## 10 General Terms and Conditions

The following terms and conditions are of a general nature, and are given here only for the information of the Agency

### 10.1 Nativity

The organization must be incorporated in India as per details given under this RFE

### 10.2 Relationship

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between "MBDA" and the "agency". No partnership shall be constituted between MBDA and the agency by virtue of this empanelment nor shall either party have powers to make, vary or release agreement obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power

### 10.3 Right to rejection and right to annulment

MBDA reserves the right to reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected agency(s) or any obligation to inform the affected agency(s) of the grounds for such decision

### 10.4 Fraud and Corruption

MBDA requires that the agencies engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). MBDA will reject the application for empanelment, if the agency recommended for empanelment, has been determined by MBDA to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of MBDA or any personnel during the tenure of empanelment
- ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to MBDA, and includes collusive practice among agencies (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive MBDA of the benefits of free and open competition
- iii. "Unfair trade practices" means supply of items different from what is ordered on, or changes in the Scope of Work which was agreed by MBDA and the agency
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of empanelment
- v. "Collusive practices" means a scheme or arrangement between two or more agencies with or without the knowledge of the MBDA, designed to establish prices at artificial, non-competitive levels
- vi. MBDA will reject an application for award, if it determines that the agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment

### 10.5 Confidentiality

Information relating to evaluation of application and recommendations concerning award of work shall not be disclosed to the agencies who submitted the applications or to other persons not officially concerned with the process. The undue use of confidential information by any agency related to the empanelment process may result in the rejection of their application

### 10.6 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time

### 10.7 Jurisdiction of Courts

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Meghalaya only

### 10.8 Frequency of Empanelment

MBDA shall empanel agencies for one (1) year. The empanelment duration may be extended by one year or till the project is running at the sole discretion of MBDA on same terms & conditions

### 10.9 Indemnity

The agencies will indemnify MBDA against any misuse of MBDA name and its entities and logo. For any misuse of MBDA name and such logos, the agency themselves will be held responsible. MBDA will take necessary legal and other actions for such cases. MBDA will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the agency

- i. Termination / Withdrawal / Without prejudice to any other right or remedy it may have, either party may terminate this agreement at any time by giving one-month advance notice in writing to the other party
- ii. MBDA reserves the right to withdraw/ terminate empanelment of agency in any of following circumstances
  - a) Agency becomes insolvent, bankrupt, resolution is passed for the winding up of the agency' organization
  - b) Information provided to MBDA is found to be incorrect
  - c) Empanelment conditions are not met within the specified time period
  - d) Misleading claims about the empanelment status are made
  - e) Clear evidence is received that empanelled agency has breached copyright laws/ plagiarized from another source
- iii. If the agency does not execute the contract to the satisfaction of the MBDA then it may invoke any or all of the following clause:
  - a) Forfeit the Performance Bank Guarantee/ FDR/ Draft submitted to MBDA as EMD/Security deposit
  - b) Terminate the contract without any liability of MBDA towards the empanelled agency
  - c) Amendment at any time prior to deadline for submission of applications, MBDA may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all agencies

#### 10.10 Disclaimer

- i. This RFE is not an offer by MBDA, but an invitation to receive responses from eligible interested agencies as technical expert agencies for MBDA. MBDA will empanel limited agencies who fulfil the eligibility criteria. No contractual obligation whatsoever shall arise from this process
- ii. The evaluation shall be strictly based on the information and supporting documents provided by the agencies in the application submitted by them. It is the responsibility of the agencies to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by MBDA is not provided by the agency (ies), MBDA may choose to proceed with evaluation based on information provided and shall not request the agency for further information. Hence, responsibility for providing information as required in this RFE lies solely with agency

#### 10.11 Binding Clause

All decisions taken by the MBDA regarding this contract shall be final and binding on all concerned parties

#### 10.12 Agency's Integrity

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the contract

#### 10.13 Agency's Obligations

- i. The Agency is obliged to work closely with the MBDA's staff, act within its own authority and abide by directives issued by the MBDA
- ii. The Agency will abide by the job safety measures prevalent in India and will free MBDA from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold MBDA responsible or obligated
- iii. The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanour

#### 10.14 Confidentiality

- i. The selected/empanelled bidder(s) shall keep confidential all the details and information with regard to the assignment, individual information of resources including documents, employee records, systems, facilities, operations, management and maintenance of the systems/facilities
- ii. MBDA or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against selected/empanelled bidder regarding any forbidden disclosure
- iii. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information
  - a) Information already available in the public domain
  - b) Information which has been developed independently by selected/empanelled bidder
  - c) Information which has been received from a third party who had the right to disclose the aforesaid information



- d) Information which has been disclosed to the public pursuant to a court order
- iv. Any handover of the confidential information needs to be maintained in a list, both by MBDA & selected Bidder(s), containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties
- v. Notwithstanding anything to the contrary mentioned hereinabove, selected Bidder(s) shall have the right to share the Letter of Intent / work order provided to it by MBDA in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement

#### 10.15 Forfeiture of Performance Bank Guarantee

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases

- i. When the terms and conditions of contract is breached/infringed
- ii. When contract is being terminated due to non-performance of the Successful Bidder
- iii. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the tendering authority in this regard shall be final

#### 10.16 Termination of the Contract

- i. MBDA, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time of its convenience. The notice of termination shall specify that termination is for MBDA convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by MBDA
- ii. If the Bidder fails to submit the deliverables for three times consecutively, the Work Order/Contract will be cancelled

#### 10.17 Dispute Resolution

- i. If a dispute arises in relation to the conduct of this Contract (dispute), parties must comply with this clause before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). A party claiming a dispute has arisen must give the other parties to the dispute notice setting out details of the dispute
- ii. During the 14 days after a notice is given (or longer period if the parties to the dispute agree in writing), each party to the dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the dispute. If the parties cannot resolve the dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall

act as the presiding arbitrator to decide dispute between the parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction at Meghalaya. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re- enactments thereof. Arbitration Proceedings shall be conducted in English. The Arbitration proceedings, its seat and venue will be held at the jurisdiction at Meghalaya. Any legal dispute will come under the sole and exclusive jurisdiction of courts at Meghalaya

#### 10.18 Force Majeure

- i. For the purposes of this Engagement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies
- ii. Force Majeure shall not include:
  - a) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor
  - b) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this engagement, and avoid or overcome in the carrying out of its obligations hereunder
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder

### 11 ANNEXURES

#### 11.1 Form 1: Checklist for Submission of Response to RFE

Below table summarizes the list of mandatory documents to be submitted mandatorily with Eligibility

	Documents to be submitted	Yes/No	Ref. Pg. No.
1	<b>Bid Security Declaration</b> (as per Form 3)		
2	Cover Letter (as per Form 2)		
3	Tender submitted		
4	Details of the Bidder’s Operations and Business (as per Form 4)		

5	Submitted documents in pre-qualification criteria		
	i. Copy of Certificate of Registration/ Incorporation		
	ii. Copy of PAN		
	iii. Copy of Tax Registration		
	iv. Any other document		
	v. Bid signed and stamped by authorized signatory on all pages		
6	Letter of authorization (supported by a written power-of-attorney)		
7	Certificate of average annual revenue/turnover (as per Form 5)		
8	Project Experience details and documentary evidences (as per Form 6)		
9	Professional Experience details and documentary evidences (As per Form 7)		
10	Self-certified letter attested by the authorized signatory for non-debarment (as per Form 8)		

Note: All documents including annexure must be properly marked, signed and sealed and placed in the above-mentioned order. We have not masked any document in the proposal document.

SIGNATURE -Authorized Signatory Date:

Full name and designation and, contact details (Seal of organization)

### **11.2 Form 2: Declaration (on the letterhead)**

(On the letterhead)

<Location, Date>

To:

Executive Director,  
Meghalaya Basin Development Authority (MBDA)  
MegLIFE Office, 2nd Floor, Shalom Building  
Lower Laichumere, Shillong, Meghalaya

Subject: Submission of Eligibility and Technical bid for <provide name of the assignment>

Dear Sir/Madam,

The undersigned, offer to provide Services to MBDA on <provide name of the assignment > with your Request for Empanelment dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Eligibility and Technical bid sealed in a separate envelope.

I hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

I undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Fact Sheet.

I agree to abide by all the terms and conditions of the RFE document. We would hold the terms of our bid valid for at least for 180 days as stipulated in the RFE document.

I understand you are not bound to accept any Proposal you receive.

I, (Name & Designation) solemnly affirm on behalf of my company/ firm that the facts stated above about my company/ firm are correct and nothing has been concealed. If any information submitted above, is found to be false or fabricated, my company/ firm may be debarred from bidding process. I permit MBDA to inspect our records to ascertain the above facts. I permit MBDA to cross check the above facts from any other source.

I or my authorized representative, if required by MBDA, would make a presentation before the duly constituted Committee at my own cost.

I will abide by the decision of MBDA regarding selection.

I have read & understood the RFE and agree to all the terms & conditions stated therein.

SIGNATURE -Authorized Signatory Date:

Full name and designation and, contact details with address (Seal of organization)

### **11.3 Form 3: Bid Security Declaration**

To:

Executive Director,  
Meghalaya Basin Development Authority (MBDA)  
MegLIFE Office, 2nd Floor, Shalom Building  
Lower Laichumere, Shillong, Meghalaya

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFE # <<RFE Number for <<Name of the assignment>> (hereinafter called "the Bid") to MBDA (hereinafter called 'the Purchaser').

I/We, hereby, accept that I/We will not withdraw or modify our bid during the bid validity period (180 days from submission date). I/We understand that on violation of this declaration, I/We may be penalized with suspension for participation in future for a period of up to one year.

I/We, hereby accept that I/we will submit EMD of Rs. 50,000/- (Bank Guarantee/FDR/Draft- MBDA) in favour of Executive Director, Meghalaya Basin Development Authority (MBDA), after the selection of agency (if selected). The EMD amount will be served as Security deposit for the entire empanelment period.

(Authorized Signatory/ies of the Bidding Agency) Seal:

Date:

### **11.4 Form 4: Eligibility Criteria**

Sl. No.	Information Sought	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Year of Establishment	

4.	Details of registration with appropriate authorities (e.g., PAN, GST etc.)	PAN GST  Documentary evidences required
5.	Details of Contact Person: Name, Address, e-Mail, Phone nos. Fax nos., Mobile Number	
6.	Address of Head Office with contact details (Phone, Fax, e-mail etc.)	
7.	Number of Regional Offices (Other than Head Office)	
8.	Complete Address with contact details (Phone, Fax, e-mail etc.) of <b>each regional office</b>	
9.	Average Turnover for the last three financial years with documentary evidences	Average Turnover: Form 5
10.	Project experience: Provide list of projects	Form 6
11.	Professional experience	Form 7
12.	Certificate for No debarment/non blacklisting	Form 8

SIGNATURE -Authorized Signatory Date:

Full name and designation and, contact details with address (Seal of organization)

### 11.5 Form 5: Certificate for Average Annual Turnover

(On Statutory Auditor's Letter Head)

We hereby certify that total average annual turnover of M/s (name of the bidder) during the last three audited financial years is as given below:

Annual turnover in INR			Average Annual Turnover
FY 2019-20	FY 2020-21	FY 2021-22	

(Signature of Statutory Auditor)

Name of Statutory Auditor:

Name of Statutory Auditor Firm:

Contact Details (Number and e-mail ID):

Seal:

### 11.6 Form 6: Project Experience (last 7 years)

No	Name of the Agency	Work Order details with date	Year	Amount	Details of items

### 11.7 Form 7: Professional Experience

#### List of Employees

Sl. No.	Name of the Employee	Designation	Years of Experience	Nature of job

### 11.8 Form 8: Declaration for Non-Debarment & non-blacklisting

(On the letter head of the bidder)

We hereby certify that we, M/s\_\_\_\_\_ (name of the bidder), having registered office at\_\_\_\_\_ (address of the registered office) have not been debarred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking.

The certificate below is to be provided by the Bidder.

Yours Sincerely,

SIGNATURE -Authorized Signatory Date:

Full name and designation and, contact details with address (Seal of organization)